

## **COLLECTIVE AGREEMENT**

Between:

**LAKERIDGE HEALTH**  
(hereinafter referred to as "the Hospital")

And:

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

Expiry: March 31, 2023

LAKER02.C23

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

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

<b>Registered Nurse, First Assistant</b>		
<b>Step</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Start	\$39.27	\$39.66
1 Year	\$39.41	\$39.80
2 Years	\$40.05	\$40.45
3 Years	\$42.06	\$42.48
4 Years	\$44.07	\$44.51
5 Years	\$46.49	\$46.95
6 Years	\$49.00	\$49.49
7 Years	\$51.53	\$52.05
8 Years	\$55.19	\$55.74
25 Years	\$56.18	\$56.74

<b>Acute Care Nurse Practitioners (ACNPs)</b>		
<b>Step</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Start	\$63.83	\$64.47
1 Year	\$64.14	\$64.78
2 Years	\$64.51	\$65.16
3 Years	\$64.78	\$65.43
4 Years	\$65.23	\$65.88
5 Years	\$65.58	\$66.24
6 Years	\$65.93	\$66.59
7 Years	\$66.27	\$66.95
8 Years	\$66.63	\$67.30
25 Years	\$67.03	\$67.70

<b>Unit Coordinator</b>		
<b>Step</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Start	\$36.06	\$36.42
1 Year	\$36.18	\$36.54
2 Years	\$36.76	\$37.13
3 Years	\$38.46	\$38.84
4 Years	\$40.19	\$40.59
5 Years	\$42.33	\$42.75
6 Years	\$44.48	\$44.92
7 Years	\$46.73	\$47.20
8 Years	\$50.08	\$50.58
25 Years	\$50.96	\$51.47

<b>Temporary Certificate of Registration (Lakeridge)</b>		
<b>Step</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Start	\$31.11	\$31.42
1 Year	\$32.75	\$33.08

<b>Graduate Nurse (Ajax)</b>		
<b>Step</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>
Start	\$32.62	\$32.95

## APPENDIX 4

### SUPERIOR CONDITIONS

#### LAKERIDGE

ALL SITES: (save and except Ajax site)

#### PREPARATION ALLOWANCE

Allowances for additional education preparation where such additional skills are used directly in employment shall be paid according to the following:

##### Full Time

Special Clinical Course, 3 or more months	\$4.60 bi/w/(\$10.00 mo)
Course in Nursing Unit Administration (C.H.A.)(C.N.A.)	\$6.90 bi/w/(\$15.00 mo)
A University Certificate or Diploma in Nursing	\$18.41 bi/w/(\$40.00 mo)
A Baccalaureate Degree	\$36.82 bi/w/(\$80.00 mo)

##### Part Time

Special Clinical Course, 3 or more months	\$0.06 per hour *
Course in Nursing Unit Administration (C.H.A.)(C.N.A.)	\$0.09 per hour *
A University Certificate or Diploma in Nursing	\$0.25 per hour *
A Baccalaureate Degree	\$0.49 per hour *

\* Not to be included for the purpose of computing any premium or overtime payments.

#### BOWMANVILLE SITE:

1. As per Note respecting Article 5 - Union Security Section 5.05 - the list shall include nurses on unpaid leave of absence.

2. Full Time:

- i) As per Note respecting Article 14 - Premium Payment, Section 14.11 Ambulance Escort - notwithstanding 14.11 (c) where a nurse performs such duties outside her regular shift or on a day off, the Employer agrees to pay the overtime premium of one and one-half (1 1/2) her regular straight time hourly rate for actual hours spent in return travel.

##### Part Time:

- ii) As per Note respecting Article 14 - Premium Payment Section 14.11 Ambulance Escort - notwithstanding 14.11 (c) where a nurse continues to perform such duties in excess of her assigned shift, the Employer agrees to pay the overtime premium of one and one-half times (1 1/2) her regular straight time hourly rate for actual hours spent in return travel.
3. As per previous full time Collective Agreement Article 13 - Sick Leave - Clauses 3.01 (b) and 13.03 as they apply to nurses in the full time bargaining unit as of October 23, 1981

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and the provisions of the current Collective Agreement - Article 12 Sick Leave and Long Term Disability 12.03 (b):

1. Maximum accumulation 110 days.
2. On termination for any reason, other than discharge for just cause, a nurse having completed five (5) years of continuous service on a full time basis shall be paid fifty percent (50%) of the accumulated sick leave then standing to her credit.

#### OSHAWA SITE:

##### 1. FULL TIME SUPERIOR CONDITIONS

###### Accumulation of Seniority

The following provisions apply to nurses employed prior to October 23, 1981.

- a) When a nurse is granted a leave of absence she shall accumulate seniority for the first three (3) months of a granted leave of absence.
- b) Seniority shall accumulate during a maternity leave of not more than six (6) months and during adoption leave of up to three (3) months duration.
- c) A nurse shall accumulate seniority if she is absent from work for a period of nine (9) months or less because of sickness or accident.

##### 2. PART TIME SUPERIOR CONDITIONS

###### Accumulation of Seniority

The following provisions apply to nurses employed prior to October 23, 1981.

- a) When a nurse is granted a leave of absence she shall accumulate seniority for the first three (3) months of a granted leave.
- b) Seniority shall accumulate during a maternity leave of not more than six (6) months and during adoption leave of up to three (3) months duration.

#### PORT PERRY SITE:

##### FULL TIME:

Previously existing conditions retained as provided for in the O'Shea Interest Arbitration Award dated October 23, 1981 include the following:

(Previous) ARTICLE 18 - EARNED LEAVE

Clause 18.01 (a) (ii) - As it applies to -

(Previous) ARTICLE 21 - SICK LEAVE

Clauses 21.01 and 21.08 - AS THEY APPLY TO:

(Current) ARTICLE 12 - SICK LEAVE AND LONG TERM DISABILITY

12.03 (b) 1. Maximum accumulation 120 days.

2. Completed five (5) years of continuous service on a full time basis shall be paid fifty percent (50%) of the accumulated sick leave credit with a maximum payment of twenty (20) days.

**APPENDIX 4****SUPERIOR CONDITIONS****AJAX****FULL TIME ONLY****Educational Allowance**

The Employer will pay the monthly bonus as follows to Assistant Head Nurses and Head Nurses:

CHA Nursing Unit Administration	
Course/or equivalent	\$15.00 per month
Post Graduate Course	\$15.00 per month
One Year university course	\$40.00 per month
Baccalaureate Degree	\$80.00 per month
Master's Degree	\$120.00 per month

A nurse possessing more than one certificate or degree shall be entitled only to the highest bonus provided in the schedule. A nurse will present the Employer with her/his certificate for the above.

**Vacation**

**Note:** Article 16.01

Nurses will accumulate vacation within the vacation entitlement year of July 1<sup>st</sup> to June 30<sup>th</sup> as follows:

Full-time Head Nurse and Assistant Head Nurses

Up to fifteen (15) years - 1.67 days per month of service.

Fifteen (15) years to twenty-five (25) years - 2.08 days per month of service.

Over twenty-five (25) years - 2.50 days per month of service.

**Sick Leave and Long Term Disability**

A nurse who returns to full-time service from part-time service shall have reinstated any sick leave credits accumulated during previous full-time service, provided that her/his employment with the Employer has remained unbroken since the time of full-time service.

Full-time nurses presently employed who are covered by the long-term disability plan in effect as of April 30, 1989 will continue with their present coverage.



## APPENDIX 5

### LOCAL PROVISIONS

#### ARTICLE A – RECOGNITION

- A.1 The Employer recognizes the Union as the exclusive bargaining agent of all registered nurses and registered nurses with Temporary Class Certificates of Registration employed by the Lakeridge Health engaged in a nursing capacity, save and except Clinical Coordinator – Cardiac Rehabilitation, Infection Control Practitioner, Clinical Nurse Specialist, Clinical Education Leader, Occupational Health Nurse, Patient Care Specialist, Clinical Practice Leaders, Patient Care Managers, Operations Supervisors and persons above the rank of Manager.

#### ARTICLE B – MANAGER'S RIGHTS

- B.1 These rights shall be exercised in a manner consistent with quality patient care and with the provisions of this Agreement. Subject only to the provisions of this Agreement, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, transfer, classify, promote, demote or discipline nurses, provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim that a nurse has been discharged, suspended or disciplined without just cause, may be subject to a grievance and be dealt with as provided herein;
- (c) administer and manage all the affairs of the Employer; and
- (d) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses and discussed with the Union in accordance with Article 18.06.

Make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses and the regulations to be observed by the nurses shall not be inconsistent with the provisions of this Agreement.

#### ARTICLE C – UNION COMMITTEES AND REPRESENTATIVES

- C.1 (a) Unit Representatives

Each area either unit or clinic will have one (1) representative.

- (b) Site Representatives

The Union will have at least one (1) representative for each site.

The Employer recognizes the Union's right to elect/ appoint a representative(s) in each unit/clinic where members of the Union are assigned to work.

- (c) The Employer shall recognize temporary substitution(s) appointed by the Union.
- (d) A list of all representatives of the Union will be posted electronically on the Wave.

C.2 Negotiating Committee

Not more than seven (7) nurses representing both full-time and part-time for all sites.

C.3 Grievance Committee

The Grievance Committee shall consist of not more than four (4) nurses at any one meeting.

C.4 Hospital Association Committee

Each party shall have up to seven (7) representatives that include site representatives. The Committee will meet ten (10) times per year for two (2) hours with options of co-chairs to add/or cancel meetings.

C.5 Joint Health and Safety Committee

The Employer will recognize the following bargaining unit nurse(s) for each of the Joint Health and Safety Committee(s) as referenced below:

Oshawa	- three (3) representatives
Ajax	- two (2) representatives
Bowmanville	- two (2) representatives
Port Perry	- two (2) representatives
Whitby	- two (2) representatives

When a regular member of the Committee is not available, she/he may be replaced by an alternate, appointed by the Union.

C.6 Professional Development Committee

The Union shall have up to six (6) representatives elected or appointed to the Professional Development Committee, a sub-committee of the Professional Practice Committee. The representatives shall be as follows:

Bargaining Unit President	- one (1) representative
Oshawa	- one (1) representative
Ajax	- one (1) representative
Bowmanville	- one (1) representative
Port Perry	- one (1) representative
Whitby	- one (1) representative

The parties endeavour that the representatives shall represent the various programs of the Employer.

To enhance Professional Development, the Employer will endeavour to provide two (2) paid education days, per member, per year. Requests for education days will not be unreasonably denied. Such paid education days will be directly related to enhancing nursing knowledge and practice. Nurses attending such paid education days will be required to share their key learnings with their co-workers in a manner to be mutually agreed upon with Management. The above education days do not include the mandatory education in accordance with Article 9.

There is an application form at Appendix 6 on the last page of this Agreement. This form must be submitted as far in advance as possible but barring exceptional circumstances, not less than two (2) weeks prior to the course/seminar. Management must respond within five (5) days of receiving the request.

It is understood that any mandatory E-Learning required by the Employer shall when possible be done during scheduled paid shifts.

#### C.7 Scheduling Committee

The Committee will be comprised of three (3) Union and three (3) Employer Representatives. The Committee shall meet in January of each year to review the Master Schedules and shall endeavour to meet as soon as possible in the event of a proposed scheduling change. All approved Master Schedules will be available (paper or electronic) on the appropriate unit.

#### C.8 Union Interview Period

The Union interview for all newly hired nurses shall be scheduled by the Employer to take place during the nurse's orientation period. The Employer agrees to provide the Union with the names and units of the new nurses that are available, by email, on the Monday prior to the orientation. Both parties recognize this information is subject to change. All known changes will be sent by email on the Friday before orientation, wherever possible.

#### C.9 Union Leaves

Leaves of absence for Union business will be granted upon request provided as much advance notice as possible is given and shall not interfere with the efficient operation of the unit. Such leave shall not be unreasonably denied.

The Bargaining Unit President and Grievance Chair may request to work a permanent day shift provided that the schedule may be adjusted to accommodate the needs of the unit.

(a) Local Coordinator

The Employer agrees to grant leave of absence, without pay, to no more than one (1) nurse elected to the position of Local Coordinator. The leave will be requested with as much advance notice as possible and such a request will not be unreasonably denied.

(b) Bargaining Unit President

The President of the Lakeridge Health, RN Bargaining Unit, shall be on leave of absence without loss of pay, benefits, service or seniority for four (4) days per week, in order to carry out the duties of the Bargaining Unit President.

Prior to the expiry of this Collective Agreement., the parties further agree to meet and review the mutual advantages of continuing such paid leave of absence arrangements.

When the Bargaining Unit President holds another Union position, i.e. Local Coordinator, the time spent doing the other duties will be reported to the Employer for charge back to the Local Union.

C.10 Transition Committee

The Employer will recognize a Transition Committee whose function shall be to identify possible options to layoffs and/or methods of reducing the impact of layoffs. Representatives of the committee will meet with all affected nurses individually whenever a layoff or other reduction in staffing is to occur. The Committee will outline the various options available to each individual nurse in accordance with the Collective Agreement.

The Committee shall be comprised of equal numbers of representatives of the Employer and the Union.

A Union member of the committee shall not suffer any loss of wages when attending such meetings of the Committee. Where a Committee meeting is held on a Committee member's day off, such Committee member will be paid at his or her regular straight time hourly rate for all time spent attending the meeting.

C.11 Nursing Professional Practice Council – Nursing Advisory Council

The Union's Bargaining Union President or delegate and designate shall sit as the union representatives on the Nursing Professional Practice Council

**ARTICLE D – SCHEDULES OF WORK**

## D.1 (a) Master Schedules

- i) A new Master Schedule will be developed by staff and/or manager and will be presented to scheduling committee with Manager present for approval prior to staff voting.

- ii) New Master Schedules will be introduced onto a unit when the requirements of D.7 have been met and when it has been determined to meet the needs of the unit.
- iii) When a choice of amended Master Schedules is available the affected nurses will vote on the options. A majority vote of fifty percent (50%) plus (one) 1 is necessary for implementation.
- iv) In instances of voting, where two (2) part-time nurses share a full-time position in a job sharing arrangement, the regular part-time nurses in the job sharing arrangement will be entitled to one (1) vote.
- v) It is understood that existing staff on a unit may exercise their seniority in requesting a change to a vacant line on the rotation. Changes shall be documented on an EIF by the Manager.

D.2 Schedules covering a six (6) week period shall be posted at least four (4) weeks in advance of the current pay period. The Employer will endeavour to post all work available in a unit at the time of posting. The Employer will determine the schedule posting dates on an annual basis and will confirm these dates with the Union. All Unit Managers will be notified of the schedule posting dates for the year.

D.3 Requests for specific days off must be submitted in writing at least one (1) week prior to the posting of the schedule. Requests for changes to the posted schedules must be submitted in writing and, where feasible, co-signed by the nurse willing to exchange days off or shifts of duty. These requests must be approved by the Manager or designate and such requests shall not be unreasonably denied.

D.4 Shift Work

- (a) The first shift of the day shall be the day shift.
- (b) A nurse will not be scheduled to work more than two (2) shifts (days/evenings or days/nights) but may mutually agree otherwise.
- (c) Notwithstanding the above, a nurse may request to work a permanent evening or night shift. Such requests may be granted, but only for such period as is practicable.

All such nurses may be assigned to the day shift from time to time for training, development, reorientation, and evaluation purposes.

If an nurse working a permanent shift requests to return to rotating shifts, such request will be honoured within ninety (90) calendar days of the requested date of change and will not be unreasonably denied provided the nurse has been in the permanent shift for at least a period of six (6) months and provided such rotating shift is available.

If a nurse leaves a permanent shift rotation for any reason, or where a nurse is displaced from a permanent shift rotation in a long term layoff, the permanent shift rotation may revert to a rotating shift position. The Nurses on the affected unit will receive ninety (90) calendar days' notice that their master rotations may be amended.

- (d) Day shift is when the majority of hours fall between 0700 to 1500 hours.
- (e) Evening shift is when the majority of hours fall between 1500 to 2300 hours.
- (f) Night shift is when the majority of hours fall between 2300 to 0700 hours.
- (g) There will be no split shifts.
- (h) The Employer can post a position that is for a permanent shift and/or a combination of evenings/night.
- (i) Full time nurses who rotate through different shifts shall work a minimum of fifty percent (50%) on the day shift. However, where this is not possible, it will be referred to the Scheduling Committee for resolution.
- (j) A nurse will not be scheduled to change shift more than once per week unless otherwise agreed to.
- (k) Pursuant to Article 10.09 (b) iii) (A), for the purposes of single shift layoffs and bumping any shift that begins between 0600 and 1059 hours will be considered a day shift, any shift that begins between 1100 and 1859 hours will be considered an evening shift, and any shift that begins at or after 1900 hours will be considered a night shift. A Nurse will be able to exercise her or his rights based on a day shift, an evening shift or a night shift, provided shifts less than 7.5 hours displace shifts less than 7.5 hours, regular shifts displace regular shifts, and extended shifts displace either 10 hour or 12 hour shifts.
- (l) For full time nurses who normally rotate day/evening or day/night rotations, unless otherwise requested by the nurse, the Employer will endeavour to schedule equitable distribution of available day shifts, excluding Charge Nurse day shifts.

It is understood that unless otherwise requested by the nurse, the Employer will make all reasonable efforts to ensure that she/he shall only be scheduled for a maximum of fifty percent (50%) shift.

It is understood that unless otherwise requested by the nurse, The Employer will make all reasonable efforts to ensure she/he shall be scheduled for no more than two (2) weeks shift in a row.

#### D.5 Full-time and Part-time

- (a) A nurse may exchange her or his scheduled shifts of duty with another nurse (in the same classification) provided the request is submitted in writing or electronically, dated and signed by both nurses, and is approved by the immediate manager or designate concerned. Such requests shall not be unreasonably denied. The exchange of shifts between nurses shall not result in overtime or other additional compensation not otherwise payable. The Employer shall not be held liable for any violation of the Collective Agreement arising out of the mutual exchange of shifts between nurses.

Email/electronic submissions including both individuals on the distribution list are acceptable.

- (b) There shall be no less than sixteen (16) hours (two shifts) off between shift changes or this will trigger premium payments as per Article 13 & 14. (7.5 hour shifts only).
- (c) At least forty- eight (48) hours' time off will be scheduled post night shift and commencement of a day or evening shift unless mutually agreed otherwise. Failure to do so will result in premium pay for the shift.
- (d) The Employer shall endeavour to schedule continuing education and in-service to nurses on all shifts. (7.5 hours & extended shifts).
- (e) The Employer will attempt to accommodate nurses taking courses to further professional nursing career development by assisting with scheduling changes whenever possible.
- (f) (i) Where a nurse chooses equivalent time off for overtime (as per Article 14.09), a maximum of fifty (50) overtime hours (75 straight time hours) may be accumulated. Such time off must be taken within ninety (90) days of the accumulation. These will be scheduled days off at a mutually agreed time between the nurse and the Employer. If not taken, the lieu time owing will be paid out to the nurse at premium time as per Article 14.03. (7.5 hours & extended shifts).

(ii) Predetermined Recognized Closures and Partial Closures

The parties agree that there are times when Lakeridge Health will decide on pre-determined closures of certain units throughout the year. The parties agree that during these recognized closures, the employees on these units will be given the choice of banking any overtime required to meet the duration of the specific closure over and above the amount set forth in Article D. 5 (f) for the sole purpose of using the banked time during the time of closures. It is understood that all such time must be taken in six (6) months or payment shall be made in accordance with Article D. 5 (f) (i).

D.6 Scheduling Provisions for Nurses Working Eight (8) Hour Shifts

The Employer will utilize the following objectives in the formulation of working schedules for eight (8) hour shifts.

- (a) Not more than seven (7) consecutive days of work will be scheduled without the nurses' consent. Two (2) calendar days off will be scheduled following the completion of the seven (7) shifts worked. Where the Employer requires a nurse to work an eighth consecutive shift, she/he shall be entitled to premium payment for the eighth shift, and every successive shift until a day off is scheduled.
- (b) In any two (2) week period within the schedule, at least two (2) consecutive days off will be scheduled. Split days off will be kept to a minimum. (7.5 hours & extended shifts).

- (c) At least sixteen (16) hours' time off will be scheduled between shifts of duty. Should the Employer schedule a nurse to work without sixteen (16) hours' time off then the nurse shall be entitled to premium payment as set out in Article 14.03 for the next shift. Such premium payment shall not apply where sixteen (16) hours' time off is not provided based on a nurse's request. In units with staggered start times for shifts, the requirement for time off between shifts shall be twelve (12) hours.
- (d) At least forty-eight (48) hours' time off shall be scheduled following the completion of night shifts(s) that is/are followed by time off work of which 24 hours shall be a day off. Should forty-eight (48) hours' time off not be given, premium payment as set out in Article 14.03 shall apply unless forty-eight (48) hours was at the request of the nurse.

#### D.7 Weekends (7.5 hour Shifts)

- (a) A weekend shall be Saturday and Sunday plus at least one (1) shift off at the start or end of the weekend (56 consecutive hours). The Employer will endeavour to schedule the Friday evening shift off for those nurses who are not working a permanent evening shift
- (b) At least three (3) weekends off in six (6) will normally be scheduled. If a nurse is required to work a third consecutive and subsequent weekend, she will receive premium payment as defined in the Central Agreement for all hours worked on that weekend for hours between 2300 hours Friday to 2300 hours Sunday and subsequent weekends, until a weekend is scheduled off, save and except where:
  - i) Such weekend has been worked by a nurse to satisfy specific days off requested by such nurse; or
  - ii) Such nurse has requested weekend work only; or
  - iii) Such weekend is worked as a result of an exchange of shifts with another nurse.
- (c) For the nurse who is hired for permanent weekends, if requested to work during the week, premium pay will be triggered.
- (d) Notwithstanding the first sentence of this Article, the weekend for all nurses assigned to the night shift shall commence Friday night.

#### D.8 Rest Periods

- (a) For the Four (4 hour) shift:

The nurses working four hours shifts shall be entitled, subject to the exigencies of patient care, to a fifteen (15) minute relief period. The nurse will be paid four (4) hours, which consist of three point seven five (3.75) hours worked and one fifteen (15) minute relief period.



(b) For the Six (6 Hour) shift:

The paid fifteen (15) minute relief period shall be the first break of the shift and the unpaid thirty (30) minute meal break shall be the second break of the shift.

(c) For the Regular (7.5 hour) shift:

The two (2) fifteen (15) minute relief periods provided for in Article 13.01 (b) may be combined into one (1) thirty (30) minute relief period.

It is understood that on the Day shift the paid relief period shall be the first break of the shift and shall be the second break of the shift for the Evening shift.

In keeping with paragraph # 2 above, the unpaid meal break provided for in Article 13.01 (a) shall therefore be a thirty (30) minute period that during the Day shift shall be the second break of the shift and that shall be the first break of the shift for the Evening shift.

(d) For the Extended (10 hour) shift:

For the purposes of D.11(b) the paid thirty-seven and one-half (37.5) minutes relief period shall be the first break of the shift and the unpaid meal period shall be the second break of the shift.

(e) For the Extended (11.25 hour) shift:

For the purposes of Article 13.02, the first break of the shift shall be a thirty (30) minute paid relief period. The second break of the shift shall consist of fifteen (15) minutes paid relief time followed by fifteen (15) minutes unpaid meal time. The final break of the shift shall be a thirty (30) minute unpaid meal break.

## D.9

For Part-time Employees(a) Regular Part Time CommitmentCategory A (45 hours)

Regular part time nurses must be available for prescheduled work on the following basis:

- i) To be available to work if required fifty-two (52) weeks per year minus their individual vacation entitlement and approved leave of absence;
- ii) To regularly rotate on at least two (2) shifts and work extended shifts as required where extended shifts are established;
- iii) To be prescheduled for work if the work is available for forty-five (45) hours per pay period (six 7.5 hour shifts or 4 extended shifts or any other combination);

- iv) To be available to work Christmas or New Years as per Article D.24
- v) To be prescheduled as required to work fifty (50) percent of the remaining paid holidays except when the unit does not work paid holidays; and
- vi) To be prescheduled as required to work fifty (50) percent of the weekends except when the unit does not work weekends.
- vii) Regular part-time nurses will not be required to work their full commitment in any pay period where a week of vacation is scheduled, unless mutually agreed.

Category B (22.5 Hours)

Regular part time nurses must be available for prescheduled work on the following basis:

- i) To be available to work if required fifty-two (52) weeks per year minus their individual vacation entitlement and approved leave of absence;
- ii) To regularly rotate on at least two (2) shifts and work extended shifts as required where extended shifts are established;
- iii) To be prescheduled for work if the work is available for twenty-two and half (22.5) hours per pay period;
- iv) To be available to work Christmas or New Years as per Article D.24
- v) To be prescheduled as required to work fifty (50) percent of the remaining paid holidays except when the unit does not work paid holidays; and
- vi) To be prescheduled as required to work fifty (50) percent of the weekends except when the unit does not work weekends.
- vii) Regular part-time nurses will not be required to work their full commitment in any pay period where a week of vacation is scheduled, unless mutually agreed.
- viii) The number of Category B positions shall not exceed thirty percent (30%) of the total regular part time (not including job share) complement.

(b) Reducing Part-Time Commitment (Individual Request)

Notwithstanding D.9 (a) iii) the Employer and the Association may agree in certain circumstances and where operationally feasible, upon the written request of a part-time nurse who is within five years of eligibility of retirement, to permit the schedule of the part-time nurse to be adjusted to a lesser commitment. Such requests shall not be unreasonably denied. Such an agreement shall be established by mutual written agreement of the Employer and the Association and the nurse affected. The parties agree that the arrangement applies to the individual, and not the position.

Any party may discontinue the agreement with notice as determined by the agreement. In the event a nurse is laid off, transfers, etc., the agreement is terminated unless otherwise agreed.

The nurse, should she be a member of a pension plan, will seek clarification to determine whether this agreement will impact her pension plan.

(c) Casual Part Time

- i) Casual nurses will declare on a biweekly basis, their availability for work on specified days for the next two (2) week period.
- ii) Casual part-time nurses who declare themselves available for work shall notify the Employer as soon as a change in circumstances becomes known.
- iii) Casual nurses will not be called or scheduled to work until all available hours have been offered to regular part time nurses who do not incur a premium.

(d) Part Time Scheduling

All available prescheduled shifts shall be scheduled equitably up to their commitment among the regular part time nurses in each unit over a posted schedule. The Employer will endeavour to schedule the commitment in each pay period.

If after equitable scheduling there remains an uneven distribution of shifts and commitment has not been met, the remaining shifts will be scheduled by seniority.

N.B. For example, if three (3) shifts remain, the most senior part time staff will receive one shift, the next senior the next shift and so on until all remaining shifts have been distributed or commitment has been met.

(e) After the Schedule Has Been Posted

Once commitment for regular part-time nurses on the unit has been met, the Employer will offer additional shifts to regular part-time nurses on the unit who have provided written availability, first to the most senior regular part-time nurse and in descending order of seniority, prior to offering shifts to that unit's job sharers or casual nurses, subject to the following:

\* By seniority shall mean that the most senior available regular part time nurse shall be assigned additional shifts before a more junior nurse is called.

- i) Nurses who wish to be considered for additional shifts must indicate their written availability in the manner prescribed by the Employer.
  - ii) A shift is deemed to be offered whenever a call is placed.
  - iii) It is understood that the Employer will not be required to offer shifts which would result in overtime premium pay; and
  - iv) When a regular part-time nurse accepts an additional shift, she/he must report for that shift unless arrangements satisfactory to the Employer are made.
- (f) Provided they are qualified, nurses may submit their written availability in a manner prescribed by the Employer to work additional shifts on more than one unit, if they do so in accordance with Employer practice. This availability may only be submitted after their home unit schedule is posted.
  - (g) For shifts offered that begin at least forty-eight (48) hours in advance, a reasonable period of time will be provided to the nurse to respond to the message;
  - (h) For shifts beginning within forty-eight (48) hours, failure to make contact with a nurse will result in the offer of the extra shift being made to the next senior nurse able to perform the duties who has indicated her/his availability. Conversely, an attempt to contact for the purposes of shift cancellation will occur in reverse order of seniority;
  - (i) When a regular part-time nurse has a shift cancelled and a need arises whereby the Employer intends to call in a nurse for the same shift that has been cancelled, the Employer will offer the call in shift to the nurse who had the shift cancelled.
  - (j) When cancelling shifts, the sequence below will be followed:
    - i) those on premium will be cancelled first,
    - ii) time off (i.e. vacation and/or lieu time) shall be offered in order of seniority to full-time nurses,
    - iii) casual nurses will be cancelled in reverse order of seniority, and
    - iv) regular part-time nurses including job sharers, will be cancelled in reverse order of seniority.

## D.10

Premium Scheduling

- (a) The Employer shall not be required to assign any hours which may result in overtime or scheduling premium payment (time and one-half or double time payment).

It is agreed that a nurse's availability for additional shifts and/or overtime does not waive the nurse's right to premium payment provided for under this agreement. It is also agreed that a nurse's availability does not

constitute a request that waives a premium under the Collective Agreement.

- (b) Overtime shifts will be scheduled in the following manner:
- i) Overtime shifts will be offered on a one shift at a time rotational basis with the exception of weekend shifts, which may be offered in multiples, starting with the senior qualified nurse available, subject to the following, within a pay period.
  - ii) Once a nurse has been scheduled pursuant to (i) above they need not be considered for other overtime shifts within that six (6) week posted scheduling cycle until such time as all other nurses within their classification who are qualified have had the opportunity to work an overtime shift.
  - iii) These shifts will be offered in the following order, provided nurses have made their availability known to the unit booking the overtime shift:
    - A) Full-time nurses from that unit
    - B) Regular part-time nurses from that unit
    - C) Job Share nurses from that unit
    - D) Casual part-time nurses from that unit
- If no nurses from that unit are available for the shift:
- A) Full-time nurses from other units
  - B) Regular part-time nurses from other units
  - C) Job Share nurses from other units
  - D) Casual part-time nurses from other units

Note: "other units" includes the Staffing Resource Team

- (c) It is agreed that once a nurse has had an overtime shift scheduled that this shift will not be cancelled due to another nurse's provision of late or additional availability for an overtime shift.

#### D.11

##### Scheduling Provisions for 10-hour Shifts

The following scheduling provisions shall apply to all nurses working extended 10-hour shifts:

- (a) A regular ten (10) hour shift shall be 9.375 consecutive hours in any twenty-four hour period, exclusive of a total of thirty-seven and one half (37.5) minutes of unpaid mealtime.

- (b) Nurses shall be entitled, subject to the exigencies of patient care, to paid relief periods during the shift of a total of thirty-seven and one half (37.5) minutes.
- (c) The Employer will provide at least every second (2nd) weekend off.

If a nurse is required to work a second consecutive and subsequent weekend, she will receive premium payment as defined in the Central Agreement for all hours worked on that weekend for hours between 2300 hours Friday to 2300 hours Sunday and subsequent weekends, until a weekend is scheduled off, save and except where:

- i) Such weekend has been worked by a nurse to satisfy specific days off requested by such nurse; or
  - ii) Such nurse has requested weekend work only; or
  - iii) Such weekend is worked as a result of an exchange of shifts with another nurse.
- (d) Nurses shall not be scheduled to work more than four (4) consecutive 9.375 hour shifts. Should a nurse work more than four (4) consecutive 9.375 hour shifts, she shall be paid in accordance with Article 14.03 for all hours worked on the fifth (5th) and subsequent 9.375 hour shifts until time off is scheduled.
- (e) Overtime is subject to Article 14.
- (f) For nurses working ten (10) hour shifts, overtime shall be paid at the rate of time and one half (1½) the nurse's regular straight time hourly rate for all work performed in excess of 9.375 paid hours in a twenty-four (24) hour period.
- (g) Nurses who work schedules where 7.5 hour shifts and 9.375 hour shifts are combined shall not work consecutive shifts of more than:
  - i) Two (2) – 9.375 hour shifts and two (2) 7.5 hour shifts,
  - ii) Three (3) – 7.5 hour shifts and one (1) 9.375 hour shift,
  - iii) Three (3) – 9.375 hour shifts and one (1) 7.5 hour shift,
  - iv) Four (4) – 9.375 hour shifts.

Should a nurse work more consecutive shifts than in (a), (b), (c) or (d) above, she shall be paid in accordance with Article 14.03 for all hours worked on the fifth (5) and subsequent shifts until time off is scheduled.

#### D.12

#### Scheduling Provisions for (Extended) 12-hour shifts

The following scheduling provisions shall apply to all nurses working extended 12-hour shifts. The defined weekend hours as per Article 14.15 is 2300 hours Friday to 2300 hours Sunday.

- (a) A regular twelve (12) hour shift shall be 11.25 consecutive hours in any twenty-four (24) hour period exclusive of a forty-five (45) minute unpaid meal period. The nurse shall be entitled, subject to exigencies of patient care, to paid relief periods during the shift for forty-five (45) minutes.
- (b) Not more than three (3) consecutive extended shifts shall be scheduled. When the Employer requires a nurse to work a fourth (4<sup>th</sup>) consecutive shift, premium pay shall be paid for the fourth (4<sup>th</sup>) and subsequent consecutive shifts until a day off has been scheduled.

Note: The 12 hour schedule that requires a DDNN rotation once every six (6) weeks is excluded from the above premium payment requirement.

- (c) At least twelve (12) hours' time off will be scheduled between shifts, and at least forty-eight (48) hours post night shift unless mutually agreed otherwise. Failure to do so will result in premium pay for the shift.
- (d) A weekend is defined as a minimum of fifty-six (56) hours commencing at the completion of the Friday day shift.
- (e) The Employer will not schedule split shifts.
- (f) A nurse may not be required to change shifts of duty more than once a week, unless mutually agreed upon otherwise.
- (g) The Employer will provide at least every second (2<sup>nd</sup>) weekend off.

If a nurse works a second (2<sup>nd</sup>) consecutive and subsequent weekend(s), she will receive premium payment as defined in the Central Agreement for all hours worked on that weekend and subsequent weekends, until a weekend is scheduled off, save and except where:

- i) Such a weekend has been worked by a nurse to satisfy specific days off requested by such nurse; or
  - ii) Such nurse has requested weekend work only; or
  - iii) Such weekend is worked as a result of an exchange with another nurse.
- (h) Nurses who work schedules where 7.5 hour shifts and 11.25 hour shifts are combined shall not work consecutive shifts of more than:
  - i) Two (2) – 11.25 hour shifts and two (2) 7.5 hour shifts,
  - ii) Three (3) – 7.5 hour shifts and one (1) 11.25 hour shift,
  - iii) Three (3) – 11.25 hour shifts.

Should a nurse work more consecutive shifts than in (a), (b), or (c) above, she shall be paid in accordance with Article 14.03 for all hours worked on the next consecutive shift and subsequent shifts until time off is scheduled.

D.13

Commencement and Discontinuance of Extended shifts, Weekend Worker and any other Schedule that Requires a Vote

- (a) Extended shifts, weekend worker and any other schedule that requires a vote shall be introduced into any unit when:
  - i) Eighty percent (80%) of the nurses in the unit so indicate by secret ballot; and,
  - ii) The Employer agrees to implement the extended shift week. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
  - iii) An initial test period shall run for six (6) months after which the nurses will indicate by an eighty percent (80%) vote, by secret ballot, their willingness to continue with the agreement of the nursing unit director.
- (b) Extended shifts, weekend worker and any other schedule that requires a vote may be discontinued in any unit when:
  - i) Fifty-one percent (51%) of the nurses in the unit so indicate by secret ballot; or
  - ii) The Employer because of:
    - A) adverse effects on patient care, or
    - B) inability to provide a workable staffing schedule, or
    - C) where the Employer wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the extended shifts schedule.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
  - i) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - ii) There it is determined that the extended shifts will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.
- (d) In units of less than ten (10) nurses a seventy-five percent (75%) and fifty percent (50%) rule will apply.

D.14

Part-Time Four-Hour Shifts

Where four (4) hour shifts exist, the following will apply:



- (a) A part-time nurse will not be scheduled solely for four-hour shifts unless mutually agreed otherwise.
- (b) Four-hour shifts will consist of 3.75 hours plus a fifteen (15) minute paid break in accordance with Article 13.01 (b).
- (c) The Employer will endeavour to keep the number of four (4) hour shifts to a minimum.
- (d) There shall be an equitable distribution of scheduled shifts among those part-time nurses, who make themselves available, in each unit.
- (e) For nurses working shifts of duty of less than 7.5 hours, no more than seven (7) four-hour shifts in a row shall be scheduled before a day off is scheduled. If the nurse is required to work an eighth (8<sup>th</sup>) consecutive and subsequent shift then she/he will receive premium pay for each shift worked until a day off is scheduled.

#### D.15 Part-Time Six-Hour Shifts

Where six (6) hour shifts are to be introduced, Article D in its' entirety applies except as amended below:

- (a) Six-hour shifts shall consist of 5.50 hours inclusive of a fifteen (15) minute paid break in accordance with Article 13.01 (b) and exclusive of an unpaid one-half (1/2) hour meal period.
- (b) Those nurses working six (6) hour shifts will not be scheduled for more than seven (7) six-hour shifts in a row before a day off is scheduled. If a nurse is required to work an eighth (8<sup>th</sup>) consecutive shift, they shall receive premium pay for hours worked on the eighth (8<sup>th</sup>) and subsequent consecutive shifts worked.
- (c) There shall be an equitable distribution of scheduled shifts among those part-time nurses, who make themselves available.
- (d) The Employer will endeavour to keep the number of six (6) hour shifts to a minimum.
- (e) A part-time nurse will be scheduled solely for six-hours unless agreed to by the nurse.
- (f) Prior to the introduction of six (6) hour shifts, the Employer shall meet with the Union to discuss the introduction of these shifts

#### D.16 2 Day – 2 Night Schedule

Units may introduce DDNN schedules when voted on and accepted as per D13. The scheduling provisions contained in Article D are applicable save and except D.12 (b), (f) & (g). The Employer will endeavour to ensure that nurses working this schedule are scheduled to work full time hours in each calendar year.

- (a) DDNN rotations are for nurses working full-time lines only.

- (b) Nurses will not be required to work more than four (4) shifts in a row. If an nurse works a fifth (5<sup>th</sup>) shift, the nurse will receive premium pay. The nurse will not receive premium payment if the fifth (5<sup>th</sup>) shift is requested by the nurse as a required additional shift to maintain full-time hours.
- (c) Nurses will not be scheduled to work more than three (3) consecutive weekends. If a nurse works a fourth (4<sup>th</sup>) weekend or a portion of a weekend, the nurse will be paid premium as per the Collective Agreement, for all hours worked on that weekend, and subsequent weekends, until a weekend is scheduled off, unless the nurse requests to work that weekend shift to maintain full-time hours and to work their required additional shift(s).

#### D.17 DDEE Schedule

The Parties agree as follows;

- (a) Nurses on any unit may make a request for a DDEE rotation;
- (b) Upon receipt of the request a meeting will be convened between the parties to negotiate the parameters of implementing such a rotation.

Article D.13 shall apply for the implementation of such rotation.

#### D.18 Self-Scheduling

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

- (a) Self-Scheduling may be introduced and/or discontinued from any unit on the same basis as the introduction/discontinuation of extended shifts in accordance with D.13.
- (b) Self-Scheduling, including all unit specific scheduling guidelines, will reflect scheduling provisions in the Collective Agreement in all respects. All guidelines related to self-scheduling must be mutually agreed upon prior to implementation on any unit. Such guidelines will be developed collaboratively by the unit and management subject to approval by the Employer and the Union.

The completed schedule shall be submitted to the Manager of the unit for review and approval, to ensure the appropriate coverage is maintained, at least two (2) weeks in advance of the required posting time. Management approval is required and such approval shall not be unreasonably denied.

- (c) Self-scheduling is viewed by the Employer as scheduling by nurses in order to promote more flexible schedules that meet the needs of the nurses and the patient care needs of the unit. Self-scheduling should not result in additional costs to the Employer.

#### D.19 Unit Weekend Schedule

##### (a) Introduction

- i) Unit Weekend Schedules may be introduced in accordance with the procedure outlined in Article D.13 (a).

- ii) A subcommittee of the Scheduling Committee will be struck with the mandate of reviewing the schedules and evaluating the Unit Weekend Schedule trial period.

(b) Discontinuation

- i) Unit Weekend Schedules may be discontinued in accordance with the procedure outlined in Article D.13 (b) & (c).
- ii) Should the Weekend Schedule be discontinued, every reasonable effort shall be made to allow the nurses in these positions to return to their previous positions and to revert to the previous master rotation.

(c) Filling of Unit Weekend Schedule Positions

- i) When an individual nurse makes a request for a Weekend Schedule, such request shall be made to the Director, or designate, with a copy to the scheduling committee. The scheduling committee will assess all such requests to determine the feasibility and impact on the existing schedules. If the request is feasible, has no negative impact on existing schedules and with the approval of the Director, or designate, such nurse will be permitted to begin the Weekend Schedule without the necessity of a vote. The Director, or designate, approval shall not be unreasonably withheld.
- ii) Provided the requirements of paragraph (a) have been met, those positions required to accommodate a Unit Weekend Schedule will be posted on the Unit and filled by seniority from the full time nurses on the Unit, who are qualified to perform the work in question. If the Weekend Schedule position to be filled is from a vacancy, it will be posted and filled in accordance with Article 10.07(a). The relevant conditions of the Weekend Worker will be documented on the Personal Action Form (PAF). The filling of such positions will not result in the layoff or loss of hours of work of any full time or regular part time nurse.

Nurses holding Weekend Schedule positions who want to relinquish their Weekend Schedule positions must provide at least sixty (60) days' notice. Such positions will be posted in accordance with the preceding paragraph 2 and, if there are no successful applicants, the Weekend Schedule will be discontinued.

(d) Miscellaneous

i) Averaging of Hours

The Employer, the Weekend Worker and the subcommittee will meet to determine the scheduling of the additional 7.5 hour shift per pay period, prior to commencing the Weekend Schedule. It is permissible for the Weekend Worker's hours to be averaged over a six (6) week period. Accordingly, it is permissible for the Weekend Worker to work four (4) 11.25 hour shifts over such six (6) week period rather than six (6) 7.5 hour shifts.

ii) Consecutive Weekend Language

Does not apply.

iii) Paid Holiday Bank and Vacation Bank

Nurses who fill the Weekend Schedule positions will be allowed to carry over their paid holiday credits and their vacation bank credits accumulated at the time of their filling the Weekend Schedule positions.

(e) Regular Part-Time Nurses Who Request Weekend Work

When a regular part-time nurse makes a written request for permanent weekend work and the Employer establishes a regular part-time assignment that is regularly scheduled to work only weekends the following shall apply:

- (i) A regular part time nurse making such written request shall provide the request to the Manager (or designate) and Manager of Human Resources. Such request shall not be unreasonably denied. A copy of such request shall be provided to the Bargaining Unit President.
- (ii) Nurse(s) who request a regular part time weekend work shall not be entitled to consecutive weekend premium payment pursuant to Articles 14.03 and D in order for the Employer to schedule the nurse to commitment.
- (iii) Notwithstanding the above the Employer may schedule the nurse(s) to work shifts during the week for the purpose of in-service education, performance evaluation, or such other purposes deemed necessary by the Employer.
- (iv) Either party may give ninety (90) days' notice to discontinue the weekend work assignment. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

D.20 Should the Employer wish to implement shifts other than those already covered by the Collective Agreement it will first advise the union and negotiate the appropriate terms and conditions.

D.21 Temporary Full time Vacancies

Full-time nurses may be considered for temporary full-time vacancies on the same basis as regular part-time nurses provided for at Article 10.07(d) of the Central Collective Agreement. Such full-time nurse will continue to be classified as a full-time nurse and covered by the provisions relating to full-time nurses.

D.22 Reassignment

When it is necessary to reassign staff from one (1) unit to another unit for a shift,

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the sequence below will be followed in all cases, provided the nurse has the appropriate skill set:

- (a) Agency Nurses
- (b) Voluntary basis
- (c) Staffing Resource Team by order of reverse seniority
- (d) Casual part-time by order of reverse seniority
- (e) Regular part-time nurses by order of reverse seniority
- (f) Full-time nurses by order of reverse seniority

It is understood that nurses will not be reassigned during their probationary period to units other than their assigned units.

Any reassignment will be in accordance with the provisions of Article 10.07(g) and 10.08 (a).

However the above order may be altered based on a reasonable and non-arbitrary evaluation of the qualifications required, skill mix required, clinical needs, client acuity and the staffing complement on the sending and receiving units.

**AJAX SITE ONLY**

*It is further understood that nurses who are reassigned will be assigned to work along with a nurse from the receiving unit.*

**D.23**

**Missed Shift Remedy**

Where the parties agree that a scheduling/call in error has been made the parties agree the error will be remedied as follows:

- (a) The affected Nurse will be offered a supernumerary shift to be worked at a time mutually agreed to by the Nurse and her/his Manager.
- (b) The supernumerary shift will be paid at the rate of pay which the Nurse would have received had the offer been made according to the Collective Agreement.
- (c) The Nurse working the supernumerary shift will not be counted in the minimum staffing for the unit and will work as an extra staff member for the scheduled shift.
- (d) If the Nurse ends up being non-supernumerary due to the inability to replace sick calls, a replacement supernumerary shift will be scheduled in accordance with (a) above

Christmas Scheduling (All shifts)

- (a) Except where nurses are not normally required to work on weekends and paid holidays, the Employer will schedule time off for nurses for not less than five (5) consecutive days at either Christmas or New Year, unless otherwise requested by the nurse. If more days are possible beyond the five (5) days, such days may be granted, subject to the operational needs of the Employer. It is understood that scheduling regulations may be waived during the period of approximately December 15th to approximately January 15th (the two (2) pay periods encompassing the Christmas and New Year's holidays) to accommodate the time off for nurses.

The full-time weekend worker will continue to work their Master Schedule during the Christmas period.

- (b) No nurse will be scheduled to work both holidays unless requested by the nurse.
- (c) No nurse will be scheduled to work two Christmas' or New Year's consecutively unless requested by the nurse.
- (d) Those nurses who are off on pregnancy/parental leave are to be considered as if they are not at work. Therefore, upon their return from leave they pick up where they left off (e. g. if they were off on Christmas then pregnancy/parental leave the following year, they return to be scheduled on for Christmas).
- (e) Time off during this period will be as per Christmas vacation process (Article F.2). Requests for vacation at Christmas/New Year's will be submitted by October 1st and the resultant schedule will be posted by November 1st.
- (f) Scheduling of nurses during the four-week Christmas/New Year's period shall be in accordance with the following provisions:
- i) For all full-time and part-time nurses working regular tours and extended tours time off at Christmas will be deemed to include:  
  
0700 hours on December 24th to 0700 hours on December 27<sup>th</sup>
  - ii) For all full-time and part-time nurses working regular tours time off at New Year will be deemed to include:  
  
2300 hours on December 30th to 0700 hours on January 2<sup>nd</sup>
  - iii) For all full-time and part-time nurses working extended tours time off at New Year will be deemed to include:  
  
1900 hours on December 30<sup>th</sup> to 0700 on January 2<sup>nd</sup>

Clarity Note: The waiving of the normal scheduling conditions must be reasonable and can be subject to a grievance.

## **ARTICLE E – STANDBY**

- E.1 The Employer agrees that stand-by will be assigned on an equitable basis among the qualified nurses who normally perform the work. After the schedule is posted, additional, available stand-by assignments will be distributed singularly, equitably, by seniority to those who have provided written availability and who normally perform the work.

Periods of scheduled vacation will be excluded from the time period utilized in the calculation of the equitable distribution referred to above.

The on call/standby nurse will normally be utilized to cover unscheduled procedures during off hours.

For units that operate 24 hours a day and seven days a week, a full time nurse will not be scheduled for standby on a scheduled day off or weekend off unless mutually agreed between the nurse and the employer.

It is understood that nurses will not be required to assume stand-by duty on the weekend prior to or following a week of vacation or any week where the nurse is not scheduled.

- E.2 The Employer will make available sleep/rest areas for nurses scheduled for standby.

- E.3 A nurse who is called back to work from standby and is scheduled to work a regularly scheduled shift the next day shall be entitled to leave with pay from the portion of the next scheduled shift which will provide at least twelve (12) hours off between the time the nurse leaves and returns to the Employer.

In such circumstances the nurse's schedule shall be deemed to be amended to provide the required twelve (12) hours off from the end of the shift for which the nurse was called in, and she/he shall not report to work until after the twelve (12) hour period has ended, unless she/he is specifically requested by the Employer to do so and she/he agrees. In the event the Employer makes such a request, and the nurse agrees, she/he shall be paid one and one half (1 ½) times her/his regular rate for all hours worked that fall within the twelve (12) hour period.

- E.4 A nurse will be relieved after thirteen (13) consecutive hours of work. A nurse who is not relieved after thirteen (13) consecutive hours shall be paid at the rate of time and one-half (1 ½) for their next shift worked notwithstanding any other premium pay entitlement provided for in the Collective Agreement.

- E.5 A nurse assigned to standby shall not be assigned to take call for more than four (4) consecutive shifts. The nurse will not be scheduled for standby on consecutive weekends.

- E.6 Nurses scheduled for standby will be provided a pager. The pager must be kept with the nurse and kept turned on at all times during standby when off the Employer

property. Pagers shall be returned to the Employer's premises on the nurse's next scheduled shift.

E.7 The Employer will notify the Local President or designate prior to initiating ongoing standby assignments on any unit.

E.8 Telephone Call-Back

Whereas the Employer may assign standby duty to nurses providing telephone support that may not require the nurse to attend the workplace;

The parties agree that the following specific conditions apply:

- (a) Compensation for a call back from standby that does not require the nurse to leave his or her home will be paid in accordance with Article 14.06 per call in increments of one half (1/2) hour. It is understood that this half hour compensation is for all subsequent calls within that half hour.
- (b) Otherwise, the assignment of stand-by duty and any rights and entitlements associated with stand-by duty/call back shall be maintained in accordance with the provisions of the Collective Agreement.
- (c) The Employer will notify the Bargaining Unit President of the implementation of any such arrangements.

## **ARTICLE F – VACATIONS**

F.1 It is understood and agreed that the Employer will give every consideration to the preference of time at which nurses wish to take their vacations. Where conflict in vacation time arises in the work unit, seniority will be the deciding factor. Requests will not be unreasonably denied.

F.2 Each unit may utilize either an electronic or paper Vacation Request/Planner.

Vacation quotas on a unit shall not be unreasonably restrictive and are subject to change based upon patient care requirements. Vacation quotas for full-time and part-time will be separate and will be noted on the Vacation/Request Planner.

The start date of the vacation request period cannot be made further than twelve (12) months in advance of the date the request is made.

### Summer Vacation

By March 15, staff may initially request a maximum of two weeks' vacation between June 1<sup>st</sup> to September 30<sup>th</sup> and may indicate in order of their preference their 1st, 2nd and 3rd preferred vacation periods. If none of these preferences are able to be granted, the nurse will be so advised prior to April 15<sup>th</sup> and will be given the option of selecting another preference by seniority during the period between June 1<sup>st</sup> to September 30<sup>th</sup> prior to the posting of the vacation schedule. Final approval or denial will be communicated no later than April 15<sup>th</sup>. Staff who did not receive any of their three (3) preferences will be able to choose, by seniority, from the remaining available time for summer vacations. Once this process is complete, additional weeks, beyond the two weeks maximum, may be added on a seniority basis and where coverage allows.



### Christmas

Nurses shall request vacation for either Christmas or New Years' time off, which will include vacation requests for the period of approximately December 15th to approximately January 15th, in writing, no later than October 1st, recognizing that conflicts will be resolved by alternating the holidays worked from one year to the next and by utilizing seniority, subject to the patient care needs and the operational needs of each department. The parties agree that being off work on any leave over a particular holiday period will not change the pattern of alternating holidays referred to above.

### March Break

Requests for vacation at March break will be submitted by the previous November 15<sup>th</sup> and the approval process will be completed by December 15<sup>th</sup>.

- F.3 Requests for vacation at other times of the year will be requested with as much notice as possible granted insofar as practical and will not be unreasonably denied. The Employer will provide a response to the request within three (3) weeks of the request.
- F.4 The process for requesting vacation shall be consistent throughout Lakeridge Health. All official vacation requests will be submitted and documented in Meditech or equivalent. All approved/denied requests will be documented in Meditech or equivalent and updated on the Vacation Request/Planner by Lakeridge Health and the unit posted schedule indicating the date of approval/denial.
- F.5 Where changes in scheduled vacations are permitted by the Employer, a senior nurse will not be permitted to bump a more junior nurse whose vacation has been previously scheduled.
- F.6 Nurses shall be scheduled the weekend off either before or after vacation of one (1) or more weeks. The Employer will endeavour to provide the weekend off prior to and the weekend following vacation, unless the Nurse requests otherwise.
- F.7 A nurse may be permitted to accumulate up to one (1) year's vacation entitlement plus one (1) week with approval of the department Manager. Should a maximum of one year's entitlement plus one week be exceeded the Employer may exercise discretion to schedule vacation time for the nurse. The Employer will give consideration to requests for advanced, earned vacations and consecutive vacations.
- F.8 For the purpose of clarification, one (1) week of vacation time is considered seven (7) consecutive calendar days. A nurse may request vacation starting on any day of the week.  
  
It is understood that vacation time may be requested as single days of multiples thereof.
- F.9 A nurse may cancel approved vacation, with managers' agreement, with a minimum of twenty-eight (28) days' notice prior to the posting of the schedule for which the vacation is to be taken.

F.10 Prior to leaving on vacation, nurses may request the date and time on which to report for work following their vacation. This will not be changed while on vacation with the exception of shift cancellations.

F.11 A newly hired full-time nurse may request to take accumulated vacation after three (3) months' continuous service, provided that the probationary period has been completed.

F.12 Part-time Only

Part-time nurses will receive vacation time off which is equivalent to that of full-time based on a pro-ratio of total hours worked full-time service (formula i.e. - 1500 hours equals one (1) year).

Vacation pay at the appropriate rate shall be included on the bi-weekly pay.

## **ARTICLE G – PAID HOLIDAYS**

G.1 Paid Holidays are:

New Year's Day (January 1)	Civic Holiday
Family Day (Third Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (November 11)
Victoria Day	Christmas Day (December 25)
Canada Day (July 1)	Boxing Day (December 26)

G.2 Full Time

(a) A nurse who is entitled to a lieu day as provided for in Article 15.01 will have such day scheduled at a mutually agreeable time within thirty (30) days prior to or ninety (90) days following the holiday.

(b) The Employer will make every effort to provide for the scheduling off of nurses on holidays, on as equitable basis as possible, having regard to the efficient operation of the Employer.

G.3 When a nurse's shift of duty falls within a paid holiday, referred to in Article G.1, she will be paid pursuant to Article 15.05 for all the hours worked within the twenty-four (24) hour period of the paid holiday.

G.4 Part Time and Full Time without a Master Schedule

The Employer shall endeavour to schedule nurses who are required to work on a paid holiday, to be scheduled to work on the weekend attached to the paid holiday (if a Monday or Friday). If a nurse is scheduled off on a paid holiday (if a Monday or Friday), then the Employer shall endeavour to schedule the attached weekend off also.

## **ARTICLE H – BULLETIN BOARDS**

- H.1
- (a) The Employer will provide bulletin boards upon which the Union shall have the right, subject to the prior approval of the Director, Human Resources to post notice of meetings, general meeting minutes and such other notices as may be of interest to the nurses.
  - (b) The location of these boards will be in high visibility areas, such as the Cafeteria area, or nurses' locker room, based upon mutual agreement and past practice at each site.
  - (c) The bulletin board located in a high visibility area will include a locked Plexiglas-fronted notice box, with a key for the Union.
  - (d) A small space will also be provided on the bulletin board of each nursing unit with the mutual agreement of the Employer and the Union.

## **ARTICLE I – MODIFIED WORK**

### **I.1 Early and Safe Return to Work**

- a) The Employer and the Union 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 Employer, and to meeting the parties' responsibilities under the law.

To that end, the Employer and the Union agree to cooperate in facilitating the return to work of disabled nurses. The Employer and the Union agree and are committed to ongoing and timely communication by all participants in the process.

The Union and Employer are committed to integrating accommodated workers back into the workplace and educating nurses about the legal, personal, organizational aspects of returning disabled workers to work.

It is understood that the occupational Health physician is not the treating physician for the disabled nurse.

- b) The Employer agrees to provide the nurse and union with a copy of the WSIB Form 7 at the same time it is sent to the board.

### **I.2 Return to Work Committee (RTW)**

- (a) A Joint Return to Work Committee comprised of Union (Bargaining Unit President, Site Representatives) and Employer (Abilities Case Management Specialists ACMS, Human Resources Business Partners, and Manager of Occupational Health and Abilities) will meet at least once per month.
- (b) The Employer will provide an updated list of information to the RTW Committee including all nurses who are at any stage of WSIB, LTD, STD (more than 10 weeks), EI Sick Benefits, and those who require temporary or permanent accommodation.

- (c) The Bargaining Unit President, or in her absence one (1) Union Representative will attend return to work meetings. If they attend return to work meetings on their day off they will receive pay at straight time or time in lieu where possible, for hours spent. Such hours are invisible for the purposes of determining premium.

### I.3 Accommodations

- (a) In creating RTW plans the Union and Employer agree that they will examine the disabled nurse's abilities and accommodation needs to determine if the nurse can return to her:
  - i) Original unit/position with modifications to the work area and/or equipment and/or the work arrangement, and/or hours, or if unable,
  - ii) Alternate positions within the same program, or if unable,
  - iii) Positions outside the program, or if unable,
  - iv) Positions outside the bargaining unit.
- (b) In creating a RTW plan the RTW committee will consider the nurse's abilities and accommodation needs, and if unable to return to work in accordance with Article (a) above, they will identify any positions in which the nurse may be accommodated.

### I.4 Temporary Accommodations

For temporary modified work accommodation not lasting more than two (2) weeks, the manager and ACMS will consult with the disabled nurse to create and recommend a return to work plan. It is understood that the member may request union representation. The RTW plan will be communicated to the nurse, the manager and the Union.

### I.5 Short Term Accommodations

A disabled nurse who has obtained medical clearance from her treating practitioner to RTW will provide the ACMS with this documentation (Attending Practitioners Report or Functional Ability Form) including any restrictions and/or limitations. The nurse will advise her manager that she wishes to RTW. The ACMS will consult with the nurse, manager, and Union to develop and communicate the RTW plan.

### I.6 Permanent Accommodations

- (a) A nurse in need of permanent accommodation may be accommodated in a temporary or short term arrangement until a permanent arrangement is established. The Employer will advise the Union of offers of permanent accommodation. A trial period of no less than thirty (30) days will be completed to evaluate the successfulness of the accommodation. In the event the accommodation placement is unsuccessful, the parties will meet to determine next steps. Once a position is deemed suitable by the parties, a permanent accommodation agreement is signed, and the nurse will be removed from the list.

- (b) The parties recognize that there may be more than one nurse requiring permanent accommodation where the position meets their restrictions and/or limitations. In such cases the parties agree that in complying with Articles I.3, I.4, I.5, and I.6 (a) above, they must first consider the skills, ability and experience of the nurses. They may then balance additional factors, including but not limited to:

- i) Ability to acquire skills
- ii) Seniority
- iii) Path of least disruption in the workplace

When more than one nurse is deemed by the committee to be suitable for a particular position and the factors set out above are relatively equal, seniority shall govern.

#### I.7 Vacancies and Job Postings

- (a) Before posting, Occupational Health and Human Resources will examine all potential vacancies to determine if they can be used to accommodate a nurse who cannot return to their home unit in accordance with Article I.3.
- (b) If a vacancy is identified as suitable for accommodation purposes, Occupational Health and Human Resources may recommend holding the position in consultation with the bargaining unit president or her designate to determine whether:
- i) The unit can reasonably accommodate the nurse considering the number of accommodated nurses, operational needs, safety of nurses, and alternative resources.
  - ii) The posting of the position under the Collective Agreement may be waived. Such agreement must be in consultation with the Labour Relations Officer.
  - iii) A position outside the bargaining unit is an appropriate position for accommodating a nurse.
- (c) The home position of a nurse requiring permanent accommodation may be posted under the following circumstances:
- i) The nurse is permanently accommodated in another position.
  - ii) The weight of the medical evidence establishes that there is no reasonable prospect of a return to her original position in the foreseeable future.
- (d) The Employer may elect to fill the disabled nurse's home position on a temporary basis, in accordance with Article 10.07 (d) of the Central Collective Agreement. If it is determined that the disabled nurse will not be returning to the position, it will be posted on a permanent basis in accordance with Article 10.07 (a).

## **ARTICLE J – VIOLENCE IN THE WORK PLACE**

J.1

### **(a) Definition of Violence**

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 Employer 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) Violence Policies and Procedures**

The Employer agrees to maintain formalized policies and procedures including risk assessments in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses.

Prior to implementing any changes to these policies, the Employer agrees to consult with the Union.

### **(c) Notification to the Union**

The Employer (Occupational Health) will inform the Joint Health and Safety Committee in writing within three (3) business days of any bargaining unit nurse who has been assaulted while performing her/his work.

The Employer (Occupational Health), with the nurse's consent, will inform the Union, within three (3) business days of any nurse who has been assaulted while performing her/his work. Such information shall be submitted, in writing, to the Union as soon as possible.

### **(d) Function of Joint Health and Safety Committee**

All incidents reported through the Incident Responsibility Reporting System and Parklane involving violence as per J.1 (a) shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to staff.

### **(e) Training**

The Employer agrees to provide training and information on the prevention of violence to all nurses. This training will be done during a new nurse's orientation and updated as required.

### **(f) Support and Counselling**

The Employer and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help victims recover from such incidents.

(g) Damage to Personal Property.

When a nurse, in the exercise of their functions, suffers damage to their personal belongings (clothing, watch, glasses, contact lenses or other prostheses, etc.) the Employer shall provide for replacement or repair at no cost to the nurse.

The nurse will endeavour to present their claim to the Employer within fourteen (14) days after the event, unless it was impossible for them to do so during this period.

## **ARTICLE K – MISCELLANEOUS**

### **K.1 Seniority**

The seniority list will be revised at the beginning of January and July. Seniority lists shall be posted electronically and on the Wave on both January 15th and July 15th. Any errors or omissions will be discussed with the Employer at a meeting convened at a mutually convenient time, no more than one (1) month after the list has been issued and corrections will be made within two (2) weeks of the meeting. Once any corrections have been made and an amended list posted, the seniority list will be deemed correct. The seniority list will contain the specific units, specific site, and will list casuals separately.

It is recognized that there will be a need to revise the seniority list for the purposes of layoff. This provision does not apply to single shift layoffs.

When applying seniority in a job posting situation, the Nurse's hours of work will need to be updated at the time of the posting closing.

### **K.2 Agency Reporting**

Reporting provided to the Union in accordance with Article 10.12(C) of the Central Agreement shall include the following:

- (a) Agency nurse hours worked per unit;
- (b) Total agency nurse hours worked hospital-wide;
- (c) Total bargaining unit hours worked per unit;
- (d) Total bargaining unit hours worked hospital-wide;
- (e) Percentage of agency nurse hours worked per unit; and,
- (f) Percentage of total agency nurse hours worked hospital-wide.

### **K.3 Parking**

- (a) The parties agree that the Employer is responsible for establishing and resetting parking rates. Increases to parking fees will not be implemented until the Union has been notified. The Union may opt to grieve an unjustified increase.
- (b) The Employer agrees to continue to provide designated parking on the evening and nights shifts in a well-lit area; the Union shall bring any concerns to the Employer's attention.
- (c) In the event that the Employer plans to implement temporary alternate parking arrangements at Lakeridge Health, the Union and the Employer shall meet to discuss these plans and will endeavour to reach agreement prior to implementation.

#### K.4 Paycheques

- (a) Any regular earnings omitted on a pay cheque in excess of 3.75 hours (not caused by the nurse's error) must be reported to the immediate supervisor who, at the request of the nurse, will arrange for a manual cheque to be produced within two business days.

NOTE: Cheques cannot be issued during the pay cycle (Pay ending date to pay date)

- (a) Pay day is bi-weekly.
- (b) In those circumstances where nurses are off work on a leave of absence or on sick leave for a period of time in excess of one (1) week, the Employer will send upon request of the nurse, by regular mail or email, the nurse's pay stub to the address on record with the Employer.

#### K.5 Pregnancy and Parental Leave

Nurses shall be paid their supplemental unemployment insurance benefits in accordance with Article 11.07(f) and 11.08(e) on the Employer's regular pay day.

#### K.6 Retiree Benefits – Process for Payment

Any nurse who retires and who is entitled to receive benefit coverage as outlined in Article 17.01 (h) and who elects to receive these benefits, will authorize payment for these benefits through the "Personal Pre-Authorized Debit Plan" (PAD). The Employer will notify the Union of the benefit premium amount for retired nurses, in January of each year and subsequently when such premium amount is adjusted by the carrier.

It is understood that the Employer will present the retiree benefits and the payment process to the nurse in writing.

#### K.7 Collective Agreements

- (a) Copies of the Collective Agreement will be available for reference on the Intranet.



- (b) The reviewing of the Collective Agreements will be completed within ninety (90) days following ratification or award.

K.8 CPR Certificate

Payment for CPR re-certification, where required by the Employer, will be for time actually attended by the nurse at the regular, straight time rate of pay. Evidence of certification/re-certification will be presented to the Employer by February 15th each year.

K.9 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for an ONA job posting who has been interviewed will be notified, by email within one (1) week of the decision being made, and no later than the posting of the name of the successful candidate.

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

K.10 Food Options

There will be food available for all staff on any shift through the cafeteria or vending machines where feasible.

**ARTICLE L – JOB SHARING**

- L.1 The introduction of job sharing arrangements in a Unit will be subject to mutual agreement between the Union and the Employer. The Employer shall not arbitrarily or unreasonably refuse to implement job sharing.

Job sharing requests with regard to full-time positions shall be considered on an individual basis. Such approval will not be unreasonably withheld.

The nurses involved in job sharing are entitled to all the terms of the part-time Collective Agreement except those which are modified as follows:

- (a) Schedules will conform with Articles 13 and D of the Collective Agreement which set out scheduling.
- (b) Total hours worked by the job sharers shall equal one (1) full-time position. Job sharers will have the option of determining between themselves which partner will work on a scheduled shift, however all scheduled shifts must be covered. Such schedules will not be unilaterally imposed or changed by the Employer, but once the schedules are posted they will not be changed without the permission of the supervisor in the area concerned. Such permission will not be unreasonably withheld.
- (c) Nurses will be granted at least five (5) consecutive days off over either Christmas or New Year's. When one or both job sharers work over Christmas, neither can be required to work over New Year's, and vice versa unless mutually agreed otherwise.

- (d) Paid Holidays

Job sharers will not be required to work, in total, more paid holidays than would one (1) full-time nurse, unless mutually agreed otherwise.

- (e) Each job sharer may exchange shifts with her or his partner as well as other nurses as provided by the Collective Agreement. A job sharer may exchange with nurses other than her or his partner only on scheduled shifts off for the full-time line.

- (f) Coverage

- i) 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 shifts only if they have made their availability known. It is understood that they may only make themselves available on shifts when neither job share partner is scheduled and where such would not result in premium payment

- (i) Vacation, Maternity 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 exceeding thirty (30) days, the remaining partner has the option of covering all of the absent partner's shifts for the duration of the absence. If the nurse is unable to cover the entire leave of absence she or he must inform the manager of her or his intentions to cover all of the absent partner's shifts at least two (2) weeks prior to the posting of each schedule. If the nurse cannot cover for her or his partner, the vacancy will be offered to the most senior regular part-time nurse.

- (g) Implementation

Where the job sharing arrangement arises out of the filling of a vacant full-time position, the full-time position will be posted first and in the event that there are not successful applicants, then both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

- (h)
    - i) An incumbent full-time nurse wishing to share her or his position, may do so without having her or his half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
    - ii) It is understood and agreed that the arrangement is for a trial period of three (3) months for the full-time nurse originating the request. Once the trial period is over, the nurse cannot revert to her former position except under (i) below.
    - iii) Where two (2) full-time nurses on one Unit wish to job-share one (1) position, neither half will be posted providing this would create

one (1) full-time position to be posted and filled according to the Collective Agreement.

- (i) If one of the job sharers leaves the arrangement, her or his position will be posted. If there is no successful applicant to the position, the remaining nurse will revert to her or his former status. If the remaining nurse was previously full-time, the shared position will become her or his position. If the remaining nurse was previously part-time and there is no part-time position available on the same Unit, she or he shall exercise her or his layoff bumping rights to obtain a part-time position. The shared position must revert back to a full-time position and be posted in accordance with Article 10.07 (a).

- (j) 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.

Should the Employer discontinue job-sharing the nurses currently working those arrangements will have the option of reverting to their former status or remain part-time.

## **ARTICLE M – TRAVEL**

### **M.1 Travel Between Sites**

The Employer will reimburse one (1) Union Executive as per Employer policy mileage for travel between sites required due to meetings with the Employer as per Employer Policy.

### **M.2 After commencing her shift and where the nurse is requested by the Employer to go to another site to perform the duties of her classification:**

- (a) the Employer will provide the method of transportation and the travel time between the sites; or
- (b) the nurse who uses her own vehicle will be paid travel time and reimbursed for the mileage at the Corporate rate of forty (\$0.40) cents per kilometre or at the Corporate rate, whichever is higher.

### **M.3 Working at the Alternate Site**

All work for which a nurse may be called in or scheduled for at the alternate site shall be voluntary. The Employer will provide the nurse with the necessary orientation. In addition, the Employer will pay transportation costs at the rate of forty (\$0.40) cents per kilometre, or the corporate rate, whichever is greater. If the nurse does not have a vehicle at the workplace for her/his use, the Employer will provide the means of transportation at no cost to the nurse.

### **M.4 The Employer agrees that with future permanent moves from site to site the Union will be provided with as much notice as reasonable. The nurses will be orientated**

to any relevant differences between the sites.

#### **ARTICLE N – MALPRACTICE AND PROFESSIONAL LIABILITY INSURANCE**

- N.1 Malpractice and professional liability insurance is provided with no resulting premium cost to nurses.

#### **ARTICLE O – INTERNET, OFFICE, E-MAIL ACCESS**

- O. 1 Union office space shall be provided by the Employer on an ongoing basis at Oshawa and Ajax sites. Such space shall include access to a phone line and data drop.
- O. 2 The Employer will establish a distribution list on internal e-mail for ONA members exclusively. All new hires will be added to the distribution list within fourteen (14) days of hire.
- O. 3 The Employer shall provide, annually by April 15<sup>th</sup> a mailing list including current addresses and telephone numbers of all Bargaining Unit members. Site specific lists will be provided to the site reps. Union members who do not want the Union to have this information shall notify the Employer of such in writing.

#### **ARTICLE P – ELECTRONIC GRIEVANCE FORMS**

- P.1 The parties agree to use the electronic version of the (O.N.A. Grievance Format Appendix 1 of the Hospital Central Agreement).
- P.2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- P.3 Electronic grievances may be sent, via email, to the applicable manager and copied to Human Resources, or the identified designate.
- P.4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- P.5 The Union undertakes to get a copy of the electronic version signed by the grievor.
- P.6 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

#### **ARTICLE Q – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORMS**

- Q.1 The parties agree to use the electronic version of the ONA/OHA Professional Responsibility Workload Report Form (PRWRF) at Appendix 6 of the Hospital Central Agreement.

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

#### **ARTICLE R – NURSE PRACTITIONER/RNEC (REGISTERED NURSE EXTENDED CLASS)**

##### **R.1 Nurse Practitioner/RNEC (Registered Nurse Extended Class)**

Nurse Practitioners/RNEC will work the normal daily shift as defined by the Collective Agreement, however they may self – schedule, subject to the approval of the manager or designate, to a flexible work schedule in order to reflect variations in client load. Such flexible schedule will not result in scheduling premium payment contained in Appendix 5 of the Collective Agreement.

Nurse Practitioners/RNEC may average their hours per pay period to a maximum of seventy-five (75) hours biweekly. A Nurse Practitioner/RNEC who is authorized to work in excess of seventy-five (75) hours biweekly shall have the option of electing payment at the applicable premium rate in accordance with Article 14.01 of the Collective Agreement, or may accumulate these hours at the rate of time and one-half for the purposes of taking the time in lieu at a mutually agreeable time per Article 14.09 and D.5 (f) of the Collective Agreement.

#### **ARTICLE S – INDIVIDUAL SPECIAL CIRCUMSTANCE ARRANGEMENTS**

- S.1 Individual Special Circumstance Scheduling, Article 13.05, will be requested by the affected nurse to their Unit Manager, with a copy to the Bargaining Unit President.

#### **ARTICLE T – STAFFING RESOURCE TEAMS (SRT)**

- T.1 Full-Time Staffing Resource Team Nurses and Full-Time Emergency Room/Critical Care Unit Staffing Resource Team Nurses (“ER/CCU Staffing Resource Team”)

(a) Definition

A full time Staffing Resource Team Nurse is a registered nurse who works full time hours between more than one (1) unit, program or site of the Employer.

A full time ER/CCU Staffing Resource Team Nurse is a registered nurse who works full time hours between the Emergency Room and/or Critical Care Units of the Employer.

(b) Guidelines

- i) The full time Staffing Resource Team will be considered its own unit for the purposes of any and all matters in relation and in accordance with Articles 10, 13, 14, 15 and 16 of the Central Agreement, and Articles D, F, G & L of the local appendix.

The full time ER/CCU Staffing Resource Team will be considered its own unit for the purposes of any and all matters in relation and in accordance with Articles 10, 13, 14, 15 and 16 of the Central Agreement, and D, F, G & L of the local appendix.

- ii) Orientation will be individualized and, if issues should arise related to orientation or competence, such issues will be discussed with the Clinical Leader/Program Leader, or designate and in accordance with Article 9 of the Central Agreement.

- A) The Employer shall determine the number of full-time positions required. All postings shall clearly indicate the educational requirements and opportunities for the positions based on the program identified.

- B) Utilization of the full-time Staffing Resource Team Nurses and full-time ER/CCU Staffing Resource Team Nurses will not have a negative impact on the scheduling of regular part-time nurses on the Unit. All provisions of Article D.9 for regular part-time will continue to apply for scheduled and additional shifts.

- C) Temporary full-time vacancies due to sick leave absences and pregnancy/parental leaves may be filled from the full-time Staffing Resource Team or full-time ER/CCU Staffing Resource Team Nurses prior to offering temporary assignments under Article 10.07(d). It is understood that a Staffing Resource Team Nurse or ER/CCU Staffing Resource Team Nurse assigned to such vacancy shall not be considered as a "Staffing Resource Team Nurse" for the purpose of Article D.22.

- D) The Union shall be advised of those full-time Staffing Resource Team Nurses and full-time ER/CCU Staffing Resource Team Nurses filling those vacancies referenced above. These replacements shall be clearly indicated on the schedule within the Unit.

- E) It is agreed and understood that the full-time Staffing Resource Team Nurses and full-time ER/CCU Staffing Resource Team Nurses shall be utilized to fill those additional shifts where the Unit has exhausted all opportunities to provide their part-time and casual staff those additional shifts.

- F) Any reassignment of a full-time Staffing Resource Team Nurse or full-time ER/CCU Staffing Resource Team Nurse will be in accordance with the provisions of Articles 10.07(g) and D.22.

DATED at Oshawa Ontario, this 10th day of March, 2022.

FOR THE EMPLOYER

FOR THE UNION

Barry Nayler

Anke Savchenko

Mary Greer

Alan Kameda

Anne Sinclair

Shelly Ormsby

Darrilyn Lessels

Briana Nixon

Nicole McCormick

Anita Shannon

\_\_\_\_\_

Jodie Woodford

\_\_\_\_\_

Susan Crilly

\_\_\_\_\_

Trevor Chaput

**LETTER OF UNDERSTANDING****BETWEEN:**

**LAKERIDGE HEALTH**  
**(Hereinafter referred to as the "Employer")**

**AND:**

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

**RE: STATUTORY HOLIDAY PAY FOR HOLIDAYS NOT WORKED FOR PART  
TIME REGISTERED NURSES**

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This Letter of Understanding and the appended Minutes of Settlement are attached to and form part of the Collective Agreement.

The Part Time nurses' who have an entitlement to be paid for Statutory Holidays, (7), not worked under the terms of the appended settlement are:

Dell, Katherine

This Letter of Understanding shall be updated and renewed at each set of local negotiations until such time as it is no longer applicable to any nurse on staff.

DATED at Oshawa Ontario, this 10th day of March, 2022.

**FOR THE EMPLOYER****FOR THE UNION**

Barry Nayler

Anke Savchenko

Mary Greer

Alan Kameda

Anne Sinclair

Shelly Ormsby

Darrilyn Lessels

Briana Nixon

Nicole McCormick

Anita Shannon



Jodie Woodford

Susan Crilly

Trevor Chaput

## MINUTES OF SETTLEMENT

BETWEEN:

**OSHAWA GENERAL HOSPITAL**  
(Hereinafter referred to as the "Employer")

AND:

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

**RE: HOLIDAY PAY**

IN THE MATTER OF an arbitration concerning the grievance of Holiday Pay to Part-time Registered Nurses for Paid Holidays not worked, ONA File #910819.

In order to resolve the above-noted grievance, the parties agree as follows:

1. This settlement is entered into without precedent or prejudice to either party's position and without admission of liability.
2. The Employer shall continue its practice of paying Holiday Pay for holidays not worked in addition to percentage in lieu of benefits to nurses in accordance with the Note following Article 15.01 in the Part-time Collective Agreement. This practice is for the following Paid Holidays:

New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
Labour Day  
Thanksgiving Day  
Christmas Day

3. For Paid Holidays not worked since January 1, 1993 (including New Year's Day, 1993), the Employer agrees to pay the individual Part-time Registered Nurses eligible for such pay pursuant to the Note appended to Article 15.01, but not paid at the time of execution of these Minutes because of the Employer's decision to discontinue the practice.
4. The Employer agrees to provide the Association with a list of the Part-time Registered Nurses who are entitled to the Holiday Pay. This list shall include the total amount of monies each individual Part-time Registered Nurse will receive pursuant to these Minutes of Settlement.
5. The Employer agrees to reimburse the Part-time Registered Nurses, as outlined in paragraph 4 of the Settlement, within one (1) month of executing these Minutes of Settlement.
6. If any dispute arises over the implementation of this settlement, the dispute may be filed and pursued as a grievance under Article 7 of the Part-time Collective Agreement.
7. In view of the foregoing, the Union withdraws the above-captioned grievance and the arbitration hearing scheduled for June 8, 1993 may be cancelled

DATED AT Oshawa, Ontario, this 7th day of June, 1993.

FOR THE UNION

FOR THE EMPLOYER

Carol McCluskey  
Employment Relations Officer

"Manuel de Sousa"

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**LAKERIDGE HEALTH**  
**(Hereinafter referred to as the "Employer")**

**AND:**

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

**RE:                   ON-CALL ASSIGNMENT SEXUAL ASSAULT CLINIC & DOMESTIC  
                          VIOLENCE**

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Whereas the parties have signed the Local Appendices to the Collective Agreement which incorporates On-Call language in Article E.

Whereas the parties understand and agree that, when a nurse accepts on-call assignments for units or programs other than their home base, this will not constitute an additional casual or part time position.

Therefore, the parties agree to the following:

1.     A nurse who accepts an on-call assignment will not trigger premium payment with respect to the consecutive weekend worked for their home unit.
2.     The acceptance of an on-call assignment in the other unit or program will not trigger the twelve (12) hour off time requirement under Article E.1 (b).
3.     It is understood that no nurse shall trade or give away her assignment to another nurse who is not oriented and qualified for the position.
4.     The Employer and the Union agree that when the on-call schedule for the other unit or program is set, no nurse will be assigned on-call duties within twelve (12) hours of the start of their next regularly scheduled shift.

DATED at Oshawa Ontario, this 10th day of March, 2022.

FOR THE EMPLOYER

FOR THE UNION

Barry Nayler

Anke Savchenko

Mary Greer

Alan Kameda

Anne Sinclar

Shelly Ormsby

Darrilyn Lessels

Briana Nixon

Nicole McCormick

Anita Shannon

\_\_\_\_\_

Jodie Woodford

\_\_\_\_\_

Susan Crilly

\_\_\_\_\_

Trevor Chaput

**LETTER OF UNDERSTANDING****BETWEEN:****LAKERIDGE HEALTH****AJAX SITE***(Hereinafter referred to as the "Employer")***AND:****ONTARIO NURSES' ASSOCIATION***(Hereinafter referred to as the "Union")***RE:           ASSERTIVE COMMUNITY TREATMENT TEAM**

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*With regard to the terms and conditions of work of nurses of the above-noted program the parties agree that all terms and conditions of the Participating Hospitals Collective Agreement apply except as modified herein.*

*The parties agree that the following specific conditions apply:*

1.     *The Employer agrees to compensate the nurses for mileage when using their own vehicle at the rate of forty cents (\$0.40) per kilometer or any greater amount as allowed for by Employer policy.*
2.     *The nurses will contact their individual insurance companies to determine if the insurer requires them to increase to business class insurance. The Employer agrees to reimburse the nurses the difference between their personal and business class insurance premium upon presentation of evidence that the nurse is so covered.*
3.     *The Employer agrees to provide all nurses with cellular telephones for ACTT business calls. The plans for these phones will be at no expense to the nurse.*
4.     *The Employer agrees to have the offsite office space inspected by the Joint Health and Safety Committee prior to its occupation by nurses.*
5.     *Twelve (12 ) hour shifts are scheduled weekly.*
6.     *It is understood that the nurse scheduled for the evening shift will be placed on standby from 2000 hours until 0800 hours the next day. It is further understood that the nurse scheduled for the weekend will be on call from 2000 hours on Friday until 0900 hours Saturday and from 1700 hours on Saturday until 0900 hours on Sunday and from 1700 hours on Sunday until 0800 hours on Monday, except for when working the above-referenced shifts.*
7.     *The Employer agrees that no nurse will be scheduled on standby on his or her day off except as is required for weekend coverage. Nurses will be required to assume standby duty on not more than an every second weekend basis.*
8.     *Nurses may exchange standby duty upon mutual agreement between the two (2) nurses and the approval of the manager.*

9. *Compensation for a call back from standby that requires the nurse to leave their home will be in accordance with Article 14.06 of the Collective Agreement.*
10. *Compensation for a call back from standby that does not require the nurse to leave his or her home will be in accordance with Article 14.06 of the Collective Agreement per call, in increments of one half (1/2) hour. It is understood that this half hour compensation will be considered compensation for all subsequent calls within that half hour.*
11. *Any nurse performing work as a result of being called back to the workplace from standby will be entitled to twelve (12) hours off work between the end of their call back period and returning to work.*

DATED at Oshawa Ontario, this 10th day of March, 2022.

FOR THE EMPLOYER

FOR THE UNION

FOR THE EMPLOYER

FOR THE UNION

Barry Nayler

Anke Savchenko

Mary Greer

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Jodie Woodford

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Susan Crilly

\_\_\_\_\_

Trevor Chaput

**LETTER OF UNDERSTANDING****BETWEEN:****LAKERIDGE HEALTH****AJAX SITE***(Hereinafter referred to as the "Employer")***AND:****ONTARIO NURSES' ASSOCIATION***(Hereinafter referred to as the "Union")***RE:                   CRISIS TEAM AJAX/PICKERING SITE-STANDBY ASSIGNMENTS**

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*With regard to the terms and conditions of work and nurses of the above-noted team the parties agree that all terms and conditions of the Participating Employers Collective Agreement apply except as modified herein.*

*The parties agree that the following specific conditions apply:*

1.     *Standby assignments for the period of 2000 hours until 2400 hours will be made on a purely voluntary basis on the part of the nurses of the Crisis Team. Standby premium shall be paid in accordance with Article 14.07 of the Collective Agreement.*
2.     *Compensation for a call back from standby that requires the nurse to leave their home and attend the workplace will be in accordance with Article 14.06 of the Collective Agreement*
3.     *Compensation for a call back from standby that does not require the nurse to leave his or her home will be paid in accordance with Article 14.06 of the Collective Agreement per call, in increments of one half (1/2) hour. It is understood that this half hour compensation will be considered compensation for all subsequent calls within that half hour.*
4.     *Any nurse performing work as a result of being called back to the workplace from standby will be entitled to twelve (12) hours off work without loss of pay between the end of their call back period and returning to work. The nurse shall have the option of returning to work with less than twelve (12) hours off work and will then receive premium pay at the rate of time and one-half (1 ½) times their regular straight time hourly rate for those hours worked during the twelve (12) hour period following the end of the call back.*



DATED at Oshawa Ontario, this 10th day of March, 2022.

FOR THE EMPLOYER

Barry Nayler

Mary Greer

Anne Sinclar

Darrilyn Lessels

Nicole McCormick

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\_\_\_\_\_

\_\_\_\_\_

FOR THE UNION

Anke Savchenko

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Trevor Chaput

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**LAKERIDGE HEALTH**  
**(Hereinafter referred to as the "Employer")**

**AND:**

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

**RE: COMMUNITY MENTAL HEALTH & ADDICTIONS JHSC**

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The parties agree that an additional Joint Health and Safety Committee will be established for the Community Mental Health & Addictions branch as it is distinct from the five (5) main Lakeridge Health sites.

This branch is comprised of multiple clinics and locations (such as Pinewood and Durham Mental Health Services). Although distinct, they share in common many aspects of their work, activities and objectives and would have similar discussions about health and safety.

This new committee would be able to have more focused discussions which will enhance engagement of committee members and allow for additional efforts in inspections.

The parties further agree, that optimally two (2) ONA members would be elected or appointed to this committee.

The parties have entered into this agreement without prejudice or precedent.

DATED at Oshawa Ontario, this 10th day of March, 2022.

FOR THE EMPLOYER

Barry Nayler

Mary Greer

Anne Sinclair

Darrilyn Lessels

Nicole McCormick

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FOR THE UNION

Anke Savchenko

Alan Kameda

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Jodie Woodford

Susan Crilly

Trevor Chaput

**LETTER OF UNDERSTANDING****BETWEEN:**

**LAKERIDGE HEALTH**  
**(Hereinafter referred to as the "Employer")**

**AND:**

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

**RE: SCHEDULING OF OVERTIME TOURS**

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The parties agree that the following specific conditions apply:

Employees working in bargaining unit classifications other than Registered Nurse (i.e. Unit Coordinator, Nurse Practitioner, etc.) who have made themselves available in writing, will not be scheduled or offered additional tours on any unit until all full-time and regular part-time employees on the unit and off unit who are qualified, have been given the opportunity to work as per Article D of the Local Issues Collective Agreement.

DATED at Oshawa Ontario, this 10th day of March, 2022.

FOR THE EMPLOYERFOR THE UNION

Barry Nayler

Anke Savchenko

Mary Greer

Alan Kameda

Anne Sinclair

Shelly Ormsby

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Briana Nixon

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Jodie Woodford

\_\_\_\_\_

Susan Crilly

\_\_\_\_\_

Trevor Chaput

## APPENDIX 6

**PAID EDUCATION DAY REQUEST FOR ONA MEMBERS****Lakeridge Health****Paid Education Day Request For ONA Members****Part A: Demographic Information**

Nurse Name: \_\_\_\_\_

Telephone (cell or home): \_\_\_\_\_ Program/Care Area: \_\_\_\_\_

Site: \_\_\_\_\_

Have you requested Paid Education days in this calendar year?

☐ No ☐ Yes Date(s): \_\_\_\_\_**Part B: Description of Education (please include a copy of the program/session description or an outline) that you are requesting time paid for:**

Type: Course/Seminar \_\_\_\_\_ Certificate \_\_\_\_\_ Other \_\_\_\_\_

Institution: \_\_\_\_\_ Program: \_\_\_\_\_

Date(s) of program: \_\_\_\_\_

Number of hours requested: \_\_\_\_\_

Course Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

How will this course enhance your nursing knowledge and practice? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Part C: Support for Request**

The education identified above is of relevance to (please check most appropriate selection):

A) \_\_\_\_ Enhancing my nursing knowledge and practice directly related to my current position

B) \_\_\_\_ Enhancing my nursing knowledge and practice in general

C) \_\_\_\_ Enhancing my nursing knowledge and practice for a future desired position

#### **Part D: Knowledge Transfer Plan**

Lakeridge Health is committed to supporting a learning environment through many approaches including knowledge transfer. As such, please provide a description of how you propose to share your acquired learnings with your nursing colleagues. (It is expected that you and your manager will review and agree on an approach and specific timelines for this to be completed and documented below).

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By signing this request as an nurse, you are agreeing to achieve the above plan within 60 days of attendance.

**\*Please note that your manager will require documentation confirming attendance in order to process this approved request with payroll**

**Name of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Applicant:** \_\_\_\_\_

**Name of Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Manager:** \_\_\_\_\_

Please keep a copy of this signed document. The original will be maintained by the Manager.



Date: \_\_\_\_\_

To: \_\_\_\_\_  
(Lakeridge Health Manager)

Course/Seminar Title: \_\_\_\_\_

This will verify that \_\_\_\_\_, attended the above-referenced course/seminar on  
\_\_\_\_\_.  
(Month – day – year)

Name of instructor: \_\_\_\_\_  
(please print)

Signature: \_\_\_\_\_