

COLLECTIVE AGREEMENT

BETWEEN:

NORTH BAY REGIONAL HEALTH CENTRE
(hereinafter referred to as "the Hospital")

AND:

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

FULL-TIME AND PART-TIME

EXPIRY: June 7, 2021

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APPENDIX 3**SALARY SCHEDULE - FULL-TIME and PART-TIME**

| REGISTERED NURSE/FULL-TIME | | |
|-----------------------------------|--------------------------------|--------------------------------|
| | Effective April 1, 2020 | Effective April 1, 2021 |
| START | \$33.56 | \$33.90 |
| 1 YEAR | \$33.72 | \$34.06 |
| 2 YEARS | \$34.28 | \$34.62 |
| 3 YEARS | \$35.98 | \$36.34 |
| 4 YEARS | \$37.67 | \$38.05 |
| 5 YEARS | \$39.79 | \$40.19 |
| 6 YEARS | \$41.94 | \$42.36 |
| 7 YEARS | \$44.08 | \$44.52 |
| 8 YEARS | \$47.22 | \$47.69 |
| 25 YEARS | \$48.05 | \$48.53 |

| GRADUATE NURSE | | |
|-----------------------|--------------------------------|--------------------------------|
| | Effective April 1, 2020 | Effective April 1, 2021 |
| START | \$32.59 | \$32.92 |
| 1 YEAR | \$32.73 | \$33.06 |
| 2 YEARS | \$33.25 | \$33.58 |
| 3 YEARS | \$34.88 | \$35.23 |

| CLINICAL NURSE EDUCATOR | | |
|--------------------------------|--------------------------------|--------------------------------|
| | Effective April 1, 2020 | Effective April 1, 2021 |
| START | \$35.28 | \$35.63 |
| 1 YEAR | \$35.43 | \$35.78 |
| 2 YEARS | \$35.99 | \$36.35 |
| 3 YEARS | \$37.82 | \$38.20 |
| 4 YEARS | \$39.57 | \$39.97 |
| 5 YEARS | \$41.79 | \$42.21 |
| 6 YEARS | \$44.02 | \$44.46 |
| 7 YEARS | \$46.24 | \$46.70 |
| 8 YEARS | \$49.60 | \$50.10 |
| 25 YEARS | \$50.46 | \$50.96 |

| INFECTION CONTROL PRACTITIONER/PATIENT EDUCATION-PALLIATIVE CARE | | |
|--|-------------------------|-------------------------|
| | Effective April 1, 2020 | Effective April 1, 2021 |
| START | \$34.77 | \$35.12 |
| 1 YEAR | \$35.08 | \$35.43 |
| 2 YEARS | \$35.65 | \$36.01 |
| 3 YEARS | \$37.40 | \$37.77 |
| 4 YEARS | \$39.19 | \$39.58 |
| 5 YEARS | \$41.41 | \$41.82 |
| 6 YEARS | \$43.62 | \$44.06 |
| 7 YEARS | \$45.80 | \$46.26 |
| 8 YEARS | \$49.10 | \$49.59 |
| 25 YEARS | \$49.94 | \$50.44 |

| REGISTERED NURSE FIRST ASSISTANT (RNFA) | | |
|---|-------------------------|-------------------------|
| | Effective April 1, 2020 | Effective April 1, 2021 |
| START | \$38.28 | \$38.66 |
| 1 YEAR | \$38.43 | \$38.81 |
| 2 YEARS | \$39.09 | \$39.48 |
| 3 YEARS | \$41.02 | \$41.43 |
| 4 YEARS | \$42.95 | \$43.38 |
| 5 YEARS | \$45.35 | \$45.80 |
| 6 YEARS | \$47.79 | \$48.27 |
| 7 YEARS | \$50.26 | \$50.76 |
| 8 YEARS | \$53.81 | \$54.35 |
| 25 YEARS | \$54.77 | \$55.32 |

| NURSE PRACTITIONER | | |
|--------------------|-------------------------|-------------------------|
| | Effective April 1, 2020 | Effective April 1, 2021 |
| START | \$50.51 | \$51.02 |
| 1 YEAR | \$51.59 | \$52.11 |
| 2 YEARS | \$52.67 | \$53.20 |
| 3 YEARS | \$53.76 | \$54.30 |
| 4 YEARS | \$54.85 | \$55.40 |
| 5 YEARS | \$55.93 | \$56.49 |
| 6 YEARS | \$57.02 | \$57.59 |
| 7 YEARS | \$58.12 | \$58.70 |
| 8 YEARS | \$59.19 | \$59.78 |
| 25 YEARS | \$59.95 | \$60.55 |

APPENDIX 4

APPENDIX OF SUPERIOR CONDITIONS

- A-1 The salary recognition for additional preparation shall be paid in addition to salary schedules only when the specific skills afforded are utilized directly in the employment of the Nurse, and such bonuses shall be applied as follows:
- (a) Special clinical preparation (6 week course approved by the OHA, RNAO, and the Ministry of Health) - \$15.00 per month or .0923¢ per hour.
 - (b) For a course in Nursing Unit Administration (CHA/CNA) -\$15.00 per month or .0923¢ per hour.
 - (c) One year University certificate or Diploma in Nursing -\$40.00 per month or .246¢ per hour.
 - (d) Baccalaureate Degree - \$80.00 per month or 49¢ per hour.
 - (e) Master's Degree - \$120.00 per month or 73.8¢ per hour.
- A-2 When a nurse is absent due to compensable or non-compensable illness or injury for a period of up to two (2) years, during the two (2) year period the nurse will continue to accumulate seniority.

APPENDIX 5 - LOCAL ISSUES**ARTICLE A – RECOGNITION**

A-1 The Employer recognizes the Ontario Nurses' Association as the bargaining agent for all Registered Nurses and Nurses who hold a Temporary Class Certificate of Registration, employed by North Bay Regional Health Centre in a nursing capacity, save and except, office and clerical staff, Occupational Health Nurses, Unit Managers/Coordinators, those above the rank of Unit Managers/Coordinators and employees for whom any other trade union held bargaining rights as of April 1, 2011.

ARTICLE B - MANAGEMENT RIGHTS

- B-1 (a) The Association acknowledges that it is the exclusive right and function of the Hospital, subject to the terms of this Agreement and to prevailing legislation:
- i) to determine and establish, taking into consideration Article 18.06, standards and procedures for the care, welfare, safety and comfort of the patients of the Hospital;
 - ii) to maintain order, discipline, efficiency and quality patient care; and, taking into consideration Article 18.06, to make and alter, from time to time, reasonable rules, regulations, policies and procedures to be observed.
 - iii) to hire, discharge, transfer, layoff, recall, promote, demote, classify, assign areas of responsibility, suspend, or otherwise discipline nurses for just cause, provided that a claim that a nurse who has acquired seniority has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
 - iv) to have the right to plan, direct and control the work of nurses in the operation of the Hospital. This includes the right to introduce new and improved methods, facilities and equipment and to control the amount of supervision necessary, work schedules, the planning or splitting up of departments and the increase or reduction of personnel in a particular area or overall.
 - v) to exercise any of the rights, powers, functions or authority which the Hospital held prior to the signing of this Agreement, except as those rights, powers, functions or authority are specifically abridged by this Agreement and these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.
- (b) It is agreed that the Hospital will exercise its rights reasonably and fairly.

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C-1 Nurse Representative

There will be a Nurse Representative for each Nursing Unit in the Hospital, comprised of nurses from the bargaining unit.

C-2 Negotiating Committee

There will be a Negotiating Committee of six (6) nurses in total. Such Committee shall be comprised of nurses from the bargaining unit.

C-3 Grievance Committee

There will be a Grievance Committee of four (4) nurses in total. Such Committee shall be comprised of nurses from the bargaining unit.

C-4 Hospital-Association Committee

There shall be a Hospital-Association Committee comprised of six (6) representative members from the bargaining unit and six (6) representatives of the Hospital. Each party may have alternates to replace a member from time to time. The parties agree to allow attendance for observation and learning purposes to a maximum of two (2) at any one time.

C-5 Professional Development Committee

There shall be four (4) Association representatives, appointed by the Bargaining Unit, on the Professional Development Committee.

C-6 Joint Health and Safety Committee

There shall be the following numbers of bargaining unit members on each of the following joint health and safety committees: three (3) plus an alternate at Main Site (College Drive); two (2) King Street site; one (1) Devonshire; and two (2) at Kirkwood site.

ARTICLE D – INTERVIEW

D-1 The Hospital shall notify the Bargaining Unit President of the name, address, telephone number and start date of a newly hired nurse at the time the nurse's employment is confirmed with the nurse.

In accordance with Article 5.06, a representative of the Association in the employ of the Hospital will be given the opportunity to meet with each newly hired nurse before the completion of the first month of employment. Such meetings may be arranged collectively or individually by the Hospital as part of the orientation program.

ARTICLE E - SENIORITY LIST

- E-1 A seniority list for nurses covered by this Collective Agreement will be filed with the Association in the first week of March and the first week of September and shall be posted on the intranet. Employees shall have thirty (30) days from the date of the posting of the seniority lists to question their individual seniority and if no complaints are received within the thirty (30) day period, the seniority lists shall be deemed to be correct.

ARTICLE F - ASSOCIATION LEAVE

- F-1 The Hospital, upon two (2) weeks' notice from the Association, shall grant leave of absence to nurses appointed by the Association, to attend Association functions provided the number of nurses on such leave does not exceed eight (8) at any time and not more than one (1) from any nursing unit for an aggregate total, from both sites combined, of one hundred (100) working days in a calendar year. Reimbursement to the Hospital shall be in accordance with the Central Agreement. The Hospital will endeavour to allow two (2) nurses off from one (1) nursing area at each site subject to the operational requirements of the Hospital.

It is understood that the number of nurses and days referred to above are intended to apply as an aggregate of nurses from the full-time and part-time bargaining units.

- F-2 In the event that a member of the Bargaining Unit is elected to the position of Local Co-ordinator as outlined in Article 11.02, additional time off as necessary to attend meetings will be granted. Such time off will be in addition to the days as outlined in F-1 and will be considered separate for the purposes of the number of nurses off from any one Nursing Unit.

- F-3 The Hospital shall provide, upon request by a nurse, a written statement confirming absent days for professional or Association meetings.

- F-4 A nurse who is required to attend an Association function will, if the nurse so requests and where possible, be granted an alternate day off, without pay, providing the nurse has given no less than two (2) weeks' notice. The day which would otherwise have been scheduled off will then be treated as a leave of absence for Association business under Articles 11.02 and F - 1.

- F-5 The Bargaining Unit President shall be granted leave with pay for up to two (2) 7½ hour days per pay period to conduct regular union business with the Hospital and to address issues of mutual interest to the Hospital and the Association, including discipline and grievance meetings. Such paid leave of absence will be scheduled in advance at a mutually agreeable time.

Regular union business excludes such things as arbitration, union conventions and labour board.

It is expected that the Hospital will make every effort to arrange meetings with the Bargaining Unit President/Local Coordinator or designates during the nurse's hours of work.

The Employer will pay the Bargaining Unit President/Local Coordinator or designates at the nurse's regular straight time hourly rate for all time spent attending scheduled meetings with the Employer outside the nurse's regularly scheduled hours. Such hours will be invisible for the purposes of determining premium payments.

ARTICLE G - BREAK PERIODS

With reference to Article 13, break periods shall apply as follows:

G-1 Subject to the exigencies of patient care, in accordance with the provisions of Article 13.01 (b) and (d), nurses will be scheduled for meal breaks as follows:

| | | |
|------------|--------|-------------------|
| Day Tour | Lunch | 1100 – 1300 hours |
| | Supper | 1630 – 1830 hours |
| Night Tour | Lunch | 2300 – 0100 hours |
| | Supper | 0400 – 0600 hours |

G-2 Normal Daily Tours

Thirty (30) minutes of unpaid meal time and subject to the exigencies of patient care, thirty (30) minutes of relief periods.

G-3 Ten Hour Tours

Thirty-seven and one-half (37½) minutes of unpaid mealtime and subject to the exigencies of patient care, thirty-seven and one-half (37½) minutes of relief periods.

G-4 Extended Tours

Forty-five (45) minutes of unpaid meal time and subject to the exigencies of patient care, forty-five (45) minutes of relief periods.

G-5 Four Hour Tours - Part-time Only

Subject to the exigencies of patient care, one (1) fifteen (15) minute paid relief period.

G-6 It is understood that there will be no requirement for nurses to remain on the Hospital's premises during unpaid meal breaks. Any requirement to remain will result in overtime payment in accordance with Article 14.

ARTICLE H - SCHEDULING REGULATIONS

H-1 Shift schedules shall be posted showing six (6) weeks in advance except for the July and August time sheets which will be posted by June 1st. The Employer will endeavour to post the July and August time sheet by May 15th.

Day shift is the first shift of the day.

H-2 Requests for specific days off are to be submitted in writing in the agreed upon method in each unit, two (2) weeks prior to the posting of work schedules. Requests for specific days off which are submitted less than two (2) weeks prior to the posting of schedules, or which occur following the posting of work schedules, must be processed in accordance with Article H-3 unless another arrangement satisfactory to the Hospital can be accommodated.

Receipt of requests for specific days off will be acknowledged by the Employer within seven (7) business days. Approval or Denial of the request for specific days off will be responded to by the Employer within a further seven (7) business days.

Nurses who do schedule/time sheet work as assigned by the employer shall either receive pay at straight time or equivalent time off at straight time, as mutually agreed upon between the Manager and the nurse.

H-3 Where possible, nurses shall give the Hospital, in writing, at least twenty-four (24) hours notice of intent to exchange shifts, together with an undertaking signed, where possible, by a nurse willing to exchange such shift. Such requests, shall be subject to the approval of the Hospital, shall not result in any premium payments and shall not be unreasonably denied.

A denial and reasons for the denial shall be given in writing to the nurses.

It is understood and agreed that the above changes in rotation can be made between any nurses regardless of employment status (FT/RPT, and Casual PT) and will include occasional give away shifts.

Upon the approval of the Manager (or designate), when nurses from the ACT Team request to exchange shifts in accordance with the above, these members will be permitted to exchange shifts with members from another bargaining unit if qualified to do the work and the nurse has first attempted to exchange with bargaining unit members and was unsuccessful in getting a replacement.

H-4 (a) Christmas and New Year's Scheduling

During the period of December 15th to January 7th in order that nurses shall be scheduled off duty for a period of five (5) continuous days either at Christmas or New Year's, the following scheduling regulations may be amended as follows:

- (i) a nurse may be scheduled a seven and one-half (7½) hour tour following three (3) consecutive extended tours;
- (ii) master rotations may be altered if necessary. If the master is altered, the Hospital will make every effort to keep the rotation as close as possible to the original and return to the original master schedule no later than January 7th.

Note: a change in the master rotation does not mean the employer is entitled to waive the scheduling provisions e.g. single days off, less than 48 hours off when switching from days to nights.

(iii) Nurses may request to not have the 5 scheduled days off and keep their schedules as close to the master rotation as possible, provided they provide the employer with notice as per Article H-2. This request must be mutually agreed upon between the nurse and manager.

(b) Time off at Christmas will include December 24, December 25, and December 26 unless mutually agreed otherwise. Time off at New Years will include December 31, and January 1 unless mutually agreed otherwise. In the event of a dispute between two or more nurses, seniority will govern.

(c) Other than those nurses whose units regularly operate Monday to Friday, all nurses, including Team Lead positions shall be available to be scheduled to work either Christmas or New Year's. It is understood that the nurse who is the Team Lead will be assigned the available work on Christmas or New Year's.

(d) Christmas Wish List

In order to provide Managers a better idea of a nurse's Christmas schedule wishes, nurses will have the opportunity to make their Christmas Wish list known. This Wish List will be submitted at the same time as the vacation schedule for this time (between June 1st and July 1st). Such requests are a wish and not guaranteed.

If a Christmas Wish List is not completed, a nurse will be scheduled as per the Collective Agreement.

H-5

(a) Where a nurse is scheduled off on a weekend associated with a paid holiday, the Hospital will schedule so that such nurse shall also be off on the paid holiday unless otherwise mutually agreed or the nurse is participating in a master rotation.

(b) Where a nurse is scheduled to work the weekend associated with a paid holiday, the Hospital will schedule so that such nurse shall also work on the paid holiday unless otherwise mutually agreed or the nurse is participating in a master rotation.

(c) It is recognized that a full-time nurse may be required to take the paid holiday off on the paid holiday in order to accomplish the language in clauses (a) and (b) unless such nurse is participating in a master rotation with statutory holidays built in.

(d) It is agreed that the Hospital shall not be required to schedule more nurses on a shift than are necessary to meet patient care needs in order to accomplish the scheduling outlined above.

H-6

Standby

The Hospital will notify the Bargaining Unit President or designate prior to initiating ongoing standby assignments on any additional unit.

- (a) The employer agrees that standby will be distributed as equitably as possible among full time and part time nurses on the Unit who normally perform the work. It is understood that different unit/programs will distribute standby differently according to the unit/program requirements. While on standby duty, nurses must commit to report to the Unit within one (1) hour of being called in, except in emergency situations when the nurse will endeavour to report to the Unit within 30 minutes of being called in. Personal and public safety must be respected at all times when responding to an emergency (stat) call.
- (b) Standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments, subject to approval of the Unit Manager or designate.
- (c) Employees scheduled for standby shall be provided with a pager and/or a cellular phone.
- (d) For the purposes of scheduling only, standby schedules will not be reassigned without consultation with the employee whose schedule is being changed.
- (e) A nurse who is on standby, who works a minimum of four (4) hours combined beyond 2200hrs, will be permitted leave with pay for that part of the next shift to allow twelve (12) hours between the end of the call in assignment and the commencement of work on the regularly scheduled shift.
- (f) In the event an employee is required to work for a period greater than sixteen (16) hours, the employer shall make reasonable efforts to relieve that employee from duty.
- (g) A nurse who is bumped or laid off from a tour will not be responsible for taking calls that tour.
- (h) Standby on Christmas and/or New Year's will be considered as a holiday worked for the purposes of the application of Article H-4.
- (i) Standby will not be considered a scheduled shift.

H-7 Unless otherwise mutually agreed between the manager and the nurse, desk assignment if required by the employer will be rotated through full-time and regular part-time nurses on the Unit, provided such nurse is able to perform such assignment.

- H-8
- (a) On Units where there is a need to have registered nurses on all three (3) tours, the Hospital will endeavour to permit nurses on each Unit to have the choice of working days and evenings or days and nights.
 - (b) In the event of a dispute between two (2) or more nurses, seniority will govern.

H-9 Prior to any change in the master schedule, the Association will be notified.

Nursing units without a master rotation shall have an opportunity to request master rotations, using the *Master Rotation Scheduling Guidelines* document, as developed by the parties.

Note: Master Rotation Scheduling Guidelines may be amended between bargaining cycles by the parties at the Hospital Association Committee meetings.

H-10 (a) Third (3rd) Consecutive Weekend Premium

A nurse will receive premium payment for all hours worked on a third (3rd) consecutive and subsequent weekend 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; or
- iii) such weekend is worked as a result of an exchange of tour(s) with another nurse.

(b) Definition of a Weekend Off

Weekends on or off shall begin with the conclusion of the Friday tour and shall be at least fifty-six (56) hours until the beginning of the Monday day tour.

For the purposes of calling in for an additional tour, a regular part-time nurse who comes in for a non-ordered full tour at 1900 hours or later on a Sunday will not be paid weekend overtime premium pay for that tour and such tour shall not in isolation count as a weekend worked. Article 14 of the Central Hospital Agreement shall still apply.

(c) The day shift is deemed to be any tour where the majority of the hours fall between 0700 and 1500 hours.

The evening shift is deemed to be any tour where the majority of the hours fall between 1500 and 2300 hours.

The night shift is deemed to be any tour where the majority of the hours fall between 2300 and 0700 hours.

H-11 A full-time nurse shall not be required to work more than two (2) weeks of nights, to be followed by at least two (2) weeks of the day shift, unless necessary to achieve other scheduling objectives or unless requested otherwise by the nurse.

H-12 (a) Except as may be required to accommodate an exchange of shifts between two (2) full-time nurses, there shall be no single days off unless otherwise agreed upon individually between the nurse and Manager.

The Hospital will endeavour to apply this clause to RPT nurses if so requested.

- (b) There shall be no scheduled split shifts, being defined as a tour assignment being split into two (2) parts.

H-13

Booking Off Shifts

Nurses must give the Hospital at least twenty-four (24) hours notice of their intention to book off a shift. Such action is subject to the approval of the Hospital, considering patient care and the efficiency of the Hospital, unless the absence is due to emergency or illness. The Hospital will not unreasonably deny these requests.

H-14

Scheduling Regulations - Normal Daily Tours - 7.5 Hours

Subject to Article 13.01 of the Central Agreement:

- (a) In no instance will a nurse be required to work more than seven (7) consecutive tours without receiving a day off or premium payment shall be paid in accordance with Article 14.
- (b) Subsequent to seven (7) consecutive days on duty a nurse shall have a minimum of two (2) consecutive days off.
- (c)
 - i) There will be sixteen (16) hours off between tours. If a nurse works a tour with less than sixteen (16) hours off after finishing the previous tour, the nurse shall be paid premium rates for the period worked before the sixteen (16) hours allowed between tours has expired.
 - ii) Nurses working in Ambulatory Care Unit where there are staggered day tours may be scheduled to work with no less than fourteen (14) hours off from the completion of the nurse's last scheduled tour or the nurse shall be paid at premium rates for all hours worked before the fourteen (14) hours allowed between tours has expired.
 - iii) The Hospital and the Association agree that on the weekend (Saturday and Sunday) and on paid holidays in the Operating Room/PACU, there will be no less than thirteen (13) hours off from the completion of the nurse's last scheduled tour on the weekend and on paid holidays or the nurses shall be paid at premium rates for all hours worked before the thirteen (13) hours allowed between tours has expired.
- (d) At least forty-eight (48) hours of time off shall be provided following a regularly scheduled period of seven (7) consecutive night tours of duty. If a nurse is required to report on the next tour in any less time than forty-eight (48) hours after finishing the seventh consecutive night tour, the nurse shall be paid in accordance with Article 14 for the period worked before the forty-eight (48) hours time allowed after seven (7) consecutive nights has expired.

- (e) The regular daily tours of duty of a full-time nurse or a nurse filling a temporary full-time position shall average five (5) calendar days per seven (7) calendar day period over the nursing schedules, for a maximum of one hundred and fifty (150) hours over a four-(4) week schedule.
- (f) The Hospital will schedule two (2) weekends off in a four-(4) week schedule.

H-15

Scheduling Regulations - Compressed Work Week

- (a) Extended tours and/or ten (10) hour tours shall be introduced into any unit when:
 - i) seventy percent (70%) of the nurses in the Unit so indicate by secret ballot, and
 - ii) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonably arbitrary manner.
- (b) i) A compressed work week may be discontinued in any Unit when:
 - A) more than fifty percent (50%) of the nurses in the Unit so indicate by secret ballot; or
 - B) the Hospital, because of:
 - 1) adverse effects on patient care,
 - 2) inability to provide a workable staffing schedule, or
 - 3) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,

states its intention to discontinue the compressed work week in the schedule.
- ii) When notice of discontinuation is given by either party in accordance with paragraph (i) above, then:
 - A) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - B) where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
- (c) No more than three (3) consecutive extended tours or four-(4) ten-(10) hour tours shall be scheduled unless mutually agreed upon between the nurse and her immediate supervisor.
- (d) (Full-Time Only) At least two (2) consecutive days off shall be scheduled after two (2) or more tours.

- (e)
 - i) For Full-time Nurses: The Hospital will schedule every second weekend off unless mutually agreed otherwise.
 - ii) For Part-time Nurses: The Hospital will schedule every second weekend off unless mutually agreed upon by the nurse and the manager.
- (f) At least forty-eight (48) consecutive hours off to be scheduled following a period of night shifts when changing to day shifts.
- (g) There will be twelve (12) hours off between tours. If a nurse works a tour with less than twelve (12) hours off after finishing the previous tour, the nurse shall be paid premium rates for the period worked before the twelve (12) hours allowed between tours has expired.

PACU/Day Surgery may be scheduled to work with no less than thirteen (13) hours from the completion of the nurse's last scheduled tour or the nurse shall be paid at premium rates for all hours worked before the thirteen (13) hours allowed between tours has expired.
- (h) The Hospital shall schedule fifty percent (50%) of a full-time nurse's tours scheduled on the day shift.

H-16 Where the Hospital requests and the nurse agrees to change tours of duty or do additional tours, this is not to be construed by the Hospital as an agreement to be a waiver of premium pay where applicable. Where the nurse requests and the Hospital agrees to change tours of duty, it is not to be construed as entitlement to premium pay.

H-17 Part Tours

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

- (a) The Hospital will endeavour to keep the number of tours comprised of less than seven and one-half (7½) hours to a minimum.
- (b) No regular part-time nurse will be scheduled solely on tours which are comprised of less than seven and one-half (7½) hours in any pay period, except where such arrangements are requested by the nurse.

H-18 Commitment - Regular Part-Time

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

- (a) A regular part-time nurse's commitment is thirty-seven and one-half (37½) hours per pay period. For the purpose of clarification, this means:
 - 33.75 hours for those nurses working extended tours only
 - 37.5 hours for those nurses working 7.5 hours tours only, and
 - 33.75 hours up to 37.5 hours for those nurses working a mix of extended and 7.5 hour tours.

- (b) The nurse must be available to work at least forty-four (44) weeks per year. The eight (8) weeks a nurse declares themselves unavailable includes the nurse’s vacation.
- (c) The part-time nurse must be available either Christmas or New Year’s and June 1 – September 30 (less vacation approved as per Article J).

Availability – Regular Part-Time

- (d) Provided they are qualified, nurses may submit their availability to work on more than one unit in accordance with existing Hospital practice.
- (e) Regular part-time nurses who wish to be considered for additional tours of work over their commitment identified in (a), must indicate their availability in writing at the same time as the vacation planner for that applicable time period that is posted. See Article J-1(a).
- (f) The nurse must be available to work all three shifts, if required.

Percentage Part Time Positions

(g) Commitment

i) Commitment – Percentage Part-time Position

In order to maintain, or to be considered for, a Percentage Part-time Position status, the following requirements must be met:

- A) An employee who makes a commitment to be available on a regular pre-determined basis shall be classified as a Percentage Part-time Position employee and shall have master rotation. In accordance with Article 2.05 the commitment of a Percentage Part-time Position employee shall be as follows:

12 Hour Tour

| # of shifts/pay period | Hours/pay period | FTE |
|------------------------|------------------|-----|
| 2 | 22.5 | .3 |
| 3 | 33.75 | .45 |
| 4 | 45 | .6 |
| 5 | 56.25 | .75 |

8 Hour Tour

| # of shifts/pay period | Hours/pay period | FTE |
|------------------------|------------------|-----|
| 3 | 22.5 | .3 |
| 4 | 30 | .4 |
| 5 | 37.5 | .5 |
| 6 | 45 | .6 |
| 7 | 52.5 | .7 |

- B) 1) Percentage Part-time Position nurses will be available fifty-two (52) weeks per year minus their individual vacation entitlement and approved leave of absence.
- 2) The Percentage Part-time Position nurse must be available either Christmas or New Year's.
- 3) Must be available to work two (2) weekends out of four (4).
- C) The Percentage Part-time Position nurse must be available to work all three shifts, if required.
- D) Additional tours will be offered only after Regular Part-time nurses have been offered all additional tours. Offers will be made as per Article H-18.
- E) All job postings for this category must identify the Full-time Equivalent (FTE) commitment for the position.

H-19

Scheduling and/or Offering of Extra Tours for Part-time Nurses

- (a) Where all regular part-time nurses have been given the opportunity to work up to their commitment, extra tours will then be offered to regular part-time nurses on the basis of seniority, until the nurse has the number of tours the nurse requested in H-18.
- (b) i) Where extra tours become available, they will first be offered on the basis of seniority, to regular part-time nurses on that unit prior to offering tours to nurses from other units.
- ii) On units where Percentage Positions exist, as per H-18, if as a result of a shift cancellation there is a reduction in a Percentage Position's hours, that Percentage Position nurse may be offered additional available hours before offering to regular part-time nurses as per H-19 (b) i) above, in order to make up those same number of hours lost.
- (c) A tour will be deemed to be offered whenever a call is placed;
- (d) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;
- (e) When a regular part-time nurse accepts an additional tour, the nurse must report for that tour unless satisfactory arrangements are made.
- (f) A nurse who wishes to give away a tour will do so in accordance with the above provisions.
- (g) If no regular part-time nurse is available at straight time rates, a casual part-time nurse may be called. When it has been determined by the Hospital that a casual nurse will be called in / scheduled for a shift, the shift will be offered equitably to the casual nurses able to work on the unit.

An error in the above mechanism for shift distribution will be remedied by offering the affected nurse a shift as an extra at a mutually agreed time. Such shift will not result in premium pay. The affected nurse working as an extra will not be assigned as a replacement if an absence subsequently arises on that shift which requires a call-in replacement of a regular part-time nurse.

H-20 Offering of overtime hours that are not tours

- (a) When additional hours become available at overtime on a specific unit, which are expected to be less than four (4) hours such additional hours will be offered to a nurse who is currently at work, qualified and able to do the work, and the end of such nurses tour is congruent with the commencement of the required overtime, in the following manner:
- i) Regular part-time nurses who do not have commitment, in order of seniority.
 - ii) Regular part-time nurses then job sharing nurses who have less than 75 hours in the pay period, in order of seniority.
 - iii) Casual nurses in order of seniority.
 - iv) Full-time nurses, and part-time nurses who have reached 75 hours in the pay period, in order of combined seniority.

H-21 It is understood and agreed that the assigning of additional tours arising from clause H-19 will not result in a claim for full-time status.

H-22 A copy of the posted and completed work schedules will be given to the Bargaining Unit President upon request.

H-23 (a) Introduction and Discontinuation of Innovative Schedules:

ONA and the Employer agree that the parties will sign off on mutually agreed upon innovative master schedules that may exceed the hours of work limitations set out in Section 17(1)(b) of the *Employment Standards Act, 2000*.

- i) When seventy percent (70%) of the employees on a unit indicate, by secret ballot, their willingness to participate in a master schedule that accommodates the Innovative Schedule, the Association and the Employer will meet forthwith to arrange for such a trial.

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

- ii) The Innovative Schedule will be posted on the unit and filled by seniority from amongst the full-time nurses on the unit. If a new position is created it will be filled in accordance with Article 10.06 (a). 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.

- iii) A trial of the Innovative Schedule will run for a six (6) month period agreed upon by the parties. After five (5) months of the trial period, a meeting will be held with the unit, Hospital and Association to evaluate the trial period and to make recommendations to improve the schedules if needed. A further vote will then be conducted on the unit. Where the nurses in the positions agree and more than fifty percent (50%) of the nurses on the unit indicate their willingness to continue with the new master, the arrangement will continue.

(b) Discontinuation:

- i) An Innovative Schedule may be discontinued in any unit when:
 - A) more than fifty percent (50%) of the nurses in the unit so indicate by secret ballot; or
 - B) the Hospital, because of:
 - 1) adverse effects on patient care,
 - 2) inability to provide a workable staffing schedule, or
 - 3) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,states its intention to discontinue the Innovative Schedule.
- ii) When notice of discontinuation is given by either party in accordance with paragraph (i) above then:
 - A) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - B) where it is determined that the Innovative Schedule will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

H-24 If a nurse is to be reassigned to work on another unit for a partial or single shift and no nurse volunteers, the nurse who shall be reassigned is most junior nurse (full-time or part-time) of the nurses on the unit for that shift, provided that the nurse is able to do the work available.

H-25 It is agreed that prior to any considered change to an existing unit tour or consideration of the implementation of a new unit tour, such change will be discussed with the Association. The Association will be allowed a reasonable time period to provide the Hospital with input regarding such changes.

H-26 If a regular part-time nurse is scheduled to work a four (4) hour shift and a consecutive seven and one-half (7 ½) hour shift becomes available with greater than twenty-four (24) hours' notice prior to the start of the booked four (4) hour shift, that nurse will be offered the seven and one half (7 ½) hour shift if the nurse

is entitled according to seniority and the shift would become an eleven and one quarter (11 ¼) hour shift.

H-27 If a regular part-time nurse is scheduled to work a seven and one half (7 ½) hour shift and a consecutive four (4) hour shift becomes available with greater than twenty-four (24) hours' notice prior to the start of the booked shift, that nurse will be offered the four (4) hour shift if the nurse is entitled according to seniority and the shift would become an eleven and one quarter (11 ¼) hour shift.

H-28 Premium Pay Tours

- (a) It is agreed that premium pay tours will be offered to full-time and regular part-time nurses by seniority from a combined seniority list between full-time and regular part-time nurses when full-time and regular part-time nurses are eligible for premium pay as a result of already working seventy-five (75) hours.
 - i) The Employer is not required to offer an opportunity to work this premium tour if the tour would trigger premium pay under Central Article 14.03 and Article H (this includes H-10, H-14 (c), H-15 (g), etc.)
 - ii) An error in the mechanism in offering a premium paid tour, (full or part time), will be remedied by the nurse being paid at time and one half for their next scheduled straight time shift(s). Such shift will be paid at time and one half for the number of hours that were originally available.
- (b) If a weekend tour is offered and the nurse is not able to work the whole of the 7.5 hour/11.25 hour tour and works less than 7.5 hours, the nurse will not qualify for premium pay on the consecutive weekend as a result of working this part tour.

H-29 2D/2N Schedule

It is understood that there shall be no additional cost factor to the Employer by implementing a 2D/2N rotation.

1. Introduction and discontinuation of 2D/2N schedule refer to H-23.
2. In the initiation of the 2D/2N schedule on a unit, employees who indicate they do not wish to do 2D/2N extended tours, the Hospital will schedule these employees a traditional twelve (12) hour tour rotation.
3. At any meeting with the Employer to discuss the initiation of the 2D/2N schedule, a member of the Local Executive will be in attendance.
4. The scheduling provisions contained in Article H-10 and H-15 are applicable to the 2D/2N schedule except as amended below:

(a) Overtime on Weekends

An employee will receive premium pay as defined in Article 14 for all hours worked on a fourth (4th) consecutive and subsequent

consecutive weekend, save and except where:

- i) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
 - ii) Such employee has requested weekend work; or
 - iii) Such weekends is worked as the result of an exchange of tours with other employees.
- (b) (Full-time only) Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid premium for the fifth and subsequent day until a day off is scheduled.
 - (c) This clause is suspended for the 2D/2N master full-time schedule.
 - (f) This clause is suspended for the 2D/2N master full-time schedule.
5. All schedules will be done on the basis that each full-time employee will be scheduled for 1,950 hours per year.

H-30 Telephone Consultation

- (a) Where a nurse receives a “work” telephone call, related to patient care, the nurse will be paid premium pay for the actual time of the call to the next increment of ¼ hour. This time may qualify for lieu time, in accordance with Article 14.09 of the Central Agreement.
- (b) The nurse will report time spent on the telephone call inquiries to their manager or designate, following each call. Such reporting will be on the form prescribed by the employer and will include:
 - i) The time the telephone call was received
 - ii) The duration of the telephone call
 - iii) A general description of the issue raised in the telephone call and the actions taken to address the issue.

ARTICLE I - PAID HOLIDAYS

I-1 The following designated holidays shall be recognized by the Hospital:

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

I-2 (Full-Time) Lieu days shall be granted within forty-five (45) days preceding or following the holiday. The day to be mutually agreed between the nurse and their immediate supervisor. At the end of each fiscal year, lieu time in excess of 30 hours will be paid out on the last pay period of the fiscal year (March 31st).

ARTICLE J – VACATIONS

J-1 (a) Vacation requests shall be submitted by the following dates for the period set out and approvals shall be given by the related date:

| Request Sheets | | | |
|----------------|----------------|-----------------|---------------------|
| Posted on by: | Request in by: | For the Period: | Approval posted by: |
| October 1 | November 1 | Feb 1-May 31 | December 1 |
| February 1 | March 1 | June 1-Sept 30 | April 1 |
| June 1 | July 1 | Oct 1-Jan 31 | August 1 |

Hospital agrees with an implementation date of June 1 understanding that October 1-15, 2014 will already have been approved.

- (b) Vacations shall be approved based on the combined seniority list of full-time and part-time staff on that unit. In the event that there is a conflict as to the selection of vacation periods between individual nurses, the Employer shall grant the choice to the most senior nurse in the work unit provided that such nurse has complied with the requesting procedure (a) above.
- (c) For the purpose of scheduling vacations, the vacation year shall be from January 1st to December 31st
- (d) Every effort will be made to optimize the number of nurses who will be granted vacation based on operational needs.

J-2 A request for a full week’s vacation shall take precedence over a request for one (1) single day vacation. Such request will be granted if the scheduling circumstances change.

J-3 The Hospital will schedule the weekend before and after the vacation off where possible unless requested otherwise by the nurse.

J-4 Part-Time

- (a) A regular part-time nurse is entitled to vacation time off without pay as outlined in Article 16.
- (b) Vacation pay for part-time will be paid on every pay. It is understood and agreed that where applicable the additional vacation pay referred to in Article 16.06 of the Central Agreement will be paid on the third pay of the year.

J-5 Full-time Only

In the event of a short term layoff resulting from the closure of an area, a nurse who elects not to accept the layoff and make themselves available for work may, at the end of the applicable pay period, request vacation days for the nurse’s scheduled tours for which there was no work.

It is understood and agreed that such vacation requests will be made in writing before the time sheets are submitted to payroll.

- J-6 The parties agree that, except in the case of extenuating circumstances, a nurse cannot cancel approved vacation once the schedule for that period of time has been posted.

ARTICLE K – MISCELLANEOUS

K-1 Union Access - Bulletin Boards and Internet

The Hospital shall provide space on bulletin boards upon which the Association shall have the right to post notices of meetings and such other notices of a routine nature. The Hospital reserves the right to remove any postings deemed inappropriate and will notify the Association of such action.

The Hospital shall provide Wi-Fi and Internet access to the ONA Labour Relations Officer, the ONA Bargaining Unit President and the Grievance Chair(s) in order to conduct and facilitate union business with the employer.

K-2 Electronic Grievance and/or IWA Form

- (a) The parties agree to use the electronic version of the ONA Grievance Form at Appendix 1 of the Hospital Central Agreement or Professional Responsibility Workload Report form at Appendix 6 of the Hospital Central Agreement.
- (b) The parties agree that hard copies of the electronic form are valid for purposes of Article 7 and/or 8 of the Hospital Central Agreement.
- (c) The Union undertakes to get a copy of the electronic version signed by the grievor and/or complainant.
- (d) 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; and Professional Responsibility Workload proceed to mediation or Independent Assessment committee hearing.

K-3 Pay Roll

- (a) It is agreed and understood by the parties hereto that paydays for the duration of this Agreement shall be every second Thursday, except that some latitude shall be allowed the Pay Office where a designated holiday occurs during the week.
- (b) Make-up cheques for at least one (1) tour's pay will be provided within no more than three (3) working days of verification of the error.
- (c) The Hospital will provide nurses with a confidential electronic payroll summary or a confidential paper copy if the nurse so requests. It is understood that the Hospital will move to full electronic payroll summary, March 31, 2014.

K-4 Malpractice and Professional Liability Insurance

The Hospital agrees to continue to provide insurance to cover nurses and other employees in the event of any legal action brought against such nurses in the course of employment practices with the Hospital.

K-5 Uniform Allowance

The Hospital agrees to continue to supply and/or launder uniforms on the basis presently in effect for nurses in the following areas: Emergency, Critical Care Area, Operating Room suites and PACU.

K-6 Overtime - Equivalent Time Off

Where a full-time nurse, or regular part-time nurse chooses equivalent time off in lieu of overtime payment, such as in the circumstances outlined under Article 14, such time off shall not accumulate in excess of one hundred (100) hours and shall be taken at a mutually agreeable time. Any hours in excess of that amount shall automatically be paid out.

If a nurse wishes, the nurse may request that some or all of their banked compensating time be paid out to a maximum of one hundred (100) hours per pay period.

K-7 Parking

- (a) It is agreed that the monthly parking fees paid by participating nurses shall entitle those nurses to park in all employee designated lots.
- (b) The Hospital will continue its policy of paid parking at current rates. Prior to any changes in these rates to reflect change in costs of providing parking services, the proposed changes will be discussed at the Hospital-Association Committee. In the event the Hospital changes the rates, the Association has the right to grieve.

K-8 When filling temporary full-time vacancies of six (6) months or longer, the Hospital shall consider full-time nurses who have expressed an interest in filling such vacancies at the same time as regular part-time nurses, on the basis of seniority, taking into consideration the Hospital's ability to replace the full-time nurse.

K-9 In accordance with Article 10.07 (b), unsuccessful applicants will be notified by the Hospital prior to the name of the successful applicant being posted.

K-10 Fleet Vehicles – Addiction and Mental Health Care Centre

In the event the Hospital ceases to provide fleet vehicles for transportation of clients or for client related activities, the Hospital will provide alternative means of transportation for staff. This article is only applicable to the Addiction and Mental Health Care Centre

ARTICLE L - JOB SHARING

- L-1 Pursuant to Article 20 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:
- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
 - (b) Total hours worked by the job sharer shall equal one (1) full-time position, which shall normally be split on a fifty-fifty (50/50) basis. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and subject to the approval of the Director of the Unit.
 - (c) The above schedule shall conform with the scheduling provisions of the Full-time Collective Agreement.
 - (d) Each job sharer may exchange shifts with the nurse's partner, as well as with other nurses as provided by the Collective Agreement.
 - (e) The job sharers involved will have the right to determine which partner works on scheduled holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
 - (f) 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 the nurse's former full-time position except under (h) below. All other assignments relating to an originating job sharer will be considered temporary during the trial period.
 - (g) Coverage:
 - i) Notwithstanding H-19 Local Issues – Distribution of Part-time Tours, 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 Manager or designate must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
 - ii) Maternity Leave, and other leaves pursuant to Article 11 of the Central Collective Agreement:

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the Unit Manager or designate, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.
 - iii) Job sharers may accept an additional tour(s) when the available tour(s) has first been offered to all other regular part-time on the unit.

- iv) If, as a result of a layoff, there is a reduction in a job sharer's hours, the job sharer may be offered additional available tours according to Scheduling (Distribution) of Part-time Tours H-19, in order to make up those same number of hours lost.
- v) Job sharers will not be considered eligible to replace full-time leaves of absence of less than sixty (60) days duration arising outside the job sharing arrangement. Where a job sharer indicates an interest in filling a long term leave (e.g. pregnancy or leaves of equal or greater duration), such request shall be treated in accordance with Article 10.06 (d).

(h) Implementation

- i) 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 there are no successful applicants, then both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- ii)
 - A) Any incumbent full-time nurse wishing to share their position may do so without having their half of the position posted. The other half ($\frac{1}{2}$) of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
 - B) Subject to Hospital approval, where two (2) full-time nurses on one unit wish to job share one (1) position, neither half ($\frac{1}{2}$) of their job will be posted. Should such action create one (1) full-time position, it shall be posted and filled in accordance with the Collective Agreement.
- iii) If one (1) of the job sharers leaves the arrangement, the nurse's position will be posted. If there is no successful applicant to the posted position, the remaining nurse will revert to their former status. If the remaining nurse was previously full-time, the shared position would become their position. If the remaining nurse was previously part-time and there is no part-time position available on the same Unit, the nurse shall exercise their layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.

(i) Discontinuation

- i) 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.
- ii) Should the Hospital discontinue job sharing the nurses currently working those arrangements will have the option of reverting to

their former status or remain part-time. It is understood that by returning to their former status, the nurse may have to exercise their bumping rights in order to remain on their current unit.

ARTICLE M - PRE-PAID LEAVE

M-1 At least one (1) full-time and one (1) part-time nurse shall be allowed off at one (1) time unless otherwise mutually agreed.

ARTICLE N - MODIFIED WORK

N-1 (a) The Hospital will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury/illness, for which there is a WSIB claim on file, or when a nurse goes on LTD.

The Hospital shall provide to the Union at the beginning of each month a list of all employees currently on modified work programs.

(b) When it has been medically determined that an employee is unable to return to the full duties of their position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a designated member of the Bargaining Unit to discuss the circumstances surrounding the employee's return to suitable work.

(c) The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

N-2 The Hospital and the Association are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Hospital and to meeting the parties' responsibilities under the law.

To that end, the Hospital and the Association agree to cooperate in facilitating the return to work of disabled employees.

(a) A Joint Return to Work Committee (RWC) comprised of an equal number of Association and Hospital representatives will be established. One (1) of the Association representatives will be recognized as co-chair. The Committee will meet at least four (4) times each year. The Association co-chair, if the nurse attends RWC meetings on their day off, will receive pay at straight time or time in lieu where possible for hours spent in RWC meetings. Such hours are invisible for the purposes of determining premium.

(b) The Hospital will provide an updated list of information to the RWC before each quarterly meeting including the following:

i) nurses absent from work because of disability who are in receipt of Workplace Safety and Insurance Board benefits;

- ii) nurses absent from work because of disability who are in receipt of Long Term Disability benefits;
 - iii) nurses who have been absent from work because of disability for more than twenty-three (23) months;
 - iv) nurses who are currently on a temporary modified work program;
 - v) nurses who are currently permanently accommodated in the workplace;
 - vi) nurses who require temporary modified work;
 - vii) nurses who require permanent accommodation in the workplace.
- (c) A disabled nurse who is ready to return to work will provide the Occupational Health Service with medical verification of their ability to return to work including information regarding any restrictions.
- (d) When a returning nurse is in need of a permanent accommodation, the Hospital will notify the RWC co-chairs and will provide to them the information obtained under (c) above.
- (e) As soon as practicable, the co-chairs or their designates will meet with the affected nurse and the manager to create and recommend a return to work plan.
- (f) In creating a return to work plan, the Committee and the manager will examine the disabled nurse's abilities and accommodation needs to determine if the nurse can return to their:
- i) original position;
 - ii) original unit;
 - iii) original unit/position with modifications to the work area and/or equipment and/or the work arrangement;
 - iv) alternate positions outside the original unit.
- (g) In creating a return to work plan, the Committee will consider the nurse's abilities and accommodation needs and if the nurse is unable to return to work in accordance with Article (f) above, the Committee will identify any positions and areas of work in the Hospital in which the nurse may be accommodated.
- (h) A nurse in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such a nurse will remain on the list of nurses requiring permanent accommodation provided under Article (b) (vii) above.
- (i) The parties recognize that more than one (1) nurse requiring accommodation may be suitable for a particular position or arrangement. In such cases, the parties agree that in complying with Article (f), (g) and

(h) above, they must balance additional factors including, in no particular order:

- i) skills, ability and experience;
- ii) ability to acquire skills;
- iii) path of least disruption in the workplace;
- iv) the principle that more should be done to provide work to someone who otherwise would remain outside the active workforce;
- v) seniority.

(j) When more than one (1) nurse is deemed by the Committee to be suitable for a particular position or arrangement, and the factors set out in Article (f), (h) and (i) are relatively equal, seniority shall govern.

(k) The Committee will monitor the status of accommodated nurses and the status of nurses awaiting accommodation.

(l) The Committee will develop and recommend strategies for:

- i) Safely integrating accommodated workers back into the workplace;
- ii) educating nurses about the legal, personal, organizational aspects of returning disabled workers to work.

(m) Alternative Placements

i) Before posting, the Occupational Health and Safety Consultant or designate will examine all potential vacancies to determine if they can be used to accommodate a disabled nurse who requires accommodation but cannot return to the nurse's home unit in accordance with Article (f).

ii) If a vacancy is identified as suitable for accommodation purposes, the Occupational Health and Safety Consultant may recommend holding the posting and convene a meeting of the RWC as soon as possible to determine:

A) whether the unit, after considering all factors including the number of accommodated nurses in the unit, the operational needs of the unit, safety of nurses working in the unit, alternative resources, can reasonably accommodate a nurse;

B) whether the posting of the position under the Collective Agreement between the parties may be waived;

C) whether a position outside the bargaining unit may be an appropriate position for accommodating a nurse.

iii) When the parties agree to a permanent accommodation, whether or not a job posting is waived and whether or not the position is inside the bargaining unit, the parties will sign an agreement

containing the details of the accommodation.

- iv) The parties may agree to a written agreement for temporary accommodation of extended duration.
- v) The home position of a nurse requiring permanent accommodation may be posted under the following circumstances:
 - A) The nurse is permanently accommodated in another position or arrangement.
 - B) The weight of the medical evidence establishes that there is no reasonable prospect of a return to the nurse's original position in the foreseeable future.
 - C) The Employer may elect to fill the disabled nurse's home position by posting a temporary to permanent vacancy:
 - 1) in so electing, the position will be filled in accordance with the job posting provisions of the Collective Agreement;
 - 2) if and when it is confirmed that the disabled nurse cannot return to the nurse's original position, the position may be offered to the incumbent on a permanent basis;
 - 3) when a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
 - D) Filling of a disabled nurse's home position does not remove the Hospital's duty to accommodate that nurse.

ARTICLE O – VIOLENCE IN THE WORKPLACE

O-1 Definition of Violence

The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace. The Hospital will post a notice on all Units advising that no form of abuse will be tolerated in the workplace.

O-2 Violence Policies and Procedures

The Employer agrees to have in place explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations, provision of legal counsel and support of the employees who have faced violence. The policies and procedures shall be part of the employer's health and safety policy and written copies shall be provided to each employee. Prior to implementing any changes to these policies, the Employer agrees to consult with the Association.

O-3 Notification to the Association

The Hospital, with the nurse's consent, will inform the Association within three (3) days of any nurse who has been assaulted while performing the nurse's work. Such information shall be submitted, in writing, to the Association as soon as possible.

O-4 Function of Joint Health and Safety Committee

All incidents involving aggression or violence 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.

O-5 Staffing Levels to Deal with Potential Violence

The Employer agrees that, where there is a risk of violence, an adequate level of trained employees should be present.

O-6 Training

The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated on an annual basis for all employees.

O-7 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.

O-8 Damage to Personal Property

The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing the nurse's work.

ARTICLE P – HEALTH AND SAFETY

P-1 Musculoskeletal Injury Prevention and Control

- (a) The hospital in consultation with the Joint Health and Safety Committee (JHSC) shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices and training for the health and safety of employees.
- (b) At least once a year the musculoskeletal prevention and control measures, procedures, practices, and training shall be reviewed and revised in the light of current knowledge and practice.
- (c) The review and revision shall be done more frequently than annually if,

- i) the Hospital, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or
 - ii) there is a change in circumstances that may affect the health and safety of an employee.
- (d) The Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation and thereafter as required.

P-2

Needle Stick and Sharps Injuries

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

SIGNING PAGE

DATED AT NORTH BAY, ONTARIO, THIS “21” DAY OF “September”, 2020.

FOR THE HOSPITAL

FOR THE UNION

“K. Hanselman”

“A. S. Caporicci”

Labour Relations Officer

“R. Millar”

LETTER OF UNDERSTANDING

BETWEEN:

NORTH BAY REGIONAL HEALTH CENTRE
(hereinafter referred to as "the Hospital")

AND:

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

RE: Flexible Work Schedule in Diabetes Education Centre

The parties have agreed to the following terms for implementation of a flexible work schedule in accordance with article 13.03.

The parties agree that all the terms of the Collective Agreement as outlined in the Central Document and Local Provisions shall apply, save and except those provisions modified by this Letter of Understanding.

1. The parties agree to allow schedules in Diabetes Education Centre to have normal daily tours and extended tours.
2. In pay periods when nurses are working 8 hour tours they will follow the language in H-14, and in pay periods when they are working extended tours, they will follow the language of H-15.

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RE: Nurse Practitioners

1. The Nurse Practitioners will be considered to be employed in positions falling within the ONA bargaining unit and will have their service and seniority within the ONA bargaining unit based on their initial hire date with the Hospital.
2. Salary Rates will be in accordance with Appendix 3.
3. The Nurse Practitioners shall be responsible for flexible scheduling of their own work hours to meet the demands of their position subject to meeting the following guidelines:
 - (a) they must schedule a total of 75 hours in a pay period;
 - (b) the maximum time for any particular shift scheduled or hours worked in one day is 12 hours (including break times);
 - (c) the schedule hours must fall between 5:00 a.m. to 6:00 p.m., Monday to Friday.

The Nurse Practitioners may schedule themselves outside of these guidelines with the prior approval of their manager or designate. It is understood that nothing in this Letter of Understanding entitles the Nurse Practitioners to be paid for hours not worked.

4. It is agreed that hours worked by the Nurse Practitioner that fall within the above guidelines do not entitle the Nurse Practitioner to premium payment pursuant to 14.10 (evening and night shift premium) and 14.15 (weekend shift premiums), but that the Nurse Practitioners are entitled to such premiums for hours worked outside the above guidelines if they otherwise qualify for such premiums. Further, it is understood and agreed that:
 - (a) The Nurse Practitioners will be entitled to overtime pay on any hours worked in excess of 75 hours in a pay period or 11.25 hours in a day. Overtime hours require the pre-approval of the appropriate manager or designate;
 - (b) The Nurse Practitioners are entitled to premium pay for working on a public holiday in accordance with the current Article 15.05 of the collective agreement;
 - (c) The Nurse Practitioners are entitled to premium pay if called back to work pursuant to Article 14.06; and
 - (d) The Nurse Practitioners are entitled to premium pay if they work more than five (5) consecutive days.

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RE: Familiarization During Bumping

- 1) The parties agree that in the event of an anticipated Unit closure and/or layoff that the staff will be given the opportunity for familiarization (not orientation) on one unit, to be completed prior to the bump taking place. The onus is on the nurse to make arrangements and must receive prior approval by the receiving Manager. Such approval shall not be unreasonably denied.
- 2) The familiarization will take place at a time mutually agreed between the receiving Unit Manager and the nurse. Such time not to exceed 11.25 hours.
- 3) Upon completion of the familiarization period, the nurse must be able to perform the available work.

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RE: Registered Nurse First Assist Role (RNFA)/ RN Combined Role

1. A RNFA is a RN who has completed a surgical first assist certification through an accredited program.
2. A combined role of RN/RNFA will be created in order to maintain full time employment. It is understood that available RNFA shifts will be equitably distributed among those in the combined positions.
3. Overtime and other premium payments (including weekend, evening and night as well as other appropriate premiums) will be paid in accordance with the Central Collective Agreement. All local scheduling regulations apply other than as amended by this agreement.
4. The RNFA wage grid is set as Appendix 3. It is understood that when a Nurse works as an RNFA, the nurse will be compensated at the RNFA wage rate. When a nurse works as an RN, the nurse will be compensated at the RN wage rate.
5. The RNFA's will be expected to cover each other's vacation and incidental absences whenever possible. Indication otherwise should be made to the manager when completing each schedules.
6. All schedules will be subject to the approval of the Manager and subject to the operating needs of the Department.

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RE: Combined Units

The parties agree to the creation of combined units based upon the following basis:

1. The combined units/lodges will be in Northern/Osprey Lodges; Oak/Nickel Lodges; Deer/Heron/Owl Lodges, A1/B1, Birch/Maple, ACTT 1/ACTT 2, PACU/DaySurgery/Ophth/Pain Clinic, Kidney Clinic/Telemedicine.
2. The Full-Time nurse(s) will be assigned to one unit for the purpose of scheduling, vacation, and any other provision dealing with seniority rights and may be required to work throughout the combined units as necessary. The employer will attempt to notify the employee ahead of time whenever possible.
3. The Part-Time nurse(s) will be scheduled in accordance with scheduling regulations throughout the combined Units/Lodges.
4. On a go forward basis, all job postings will list both Units/Lodges on the posting.
5. For the purposes of French Language Services (FLS), the RNs from both Unit/Lodges will be counted together to determine the FLS requirement for the posting.

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RE: Composite Positions

The parties agree to the permanent full time composite position based on the following basis:

1. The composite position(s) will be in the ER/CCU, OR/PAC, and PACU/DS/PAC, SADV CNE/ER Staff Nurse, ECT/AIPU CNE.
2. The nurse in the composite position will be assigned to one unit as the nurse's home unit for the purposes of vacation.
3. For the purposes of French Language Services (FLS), the RN's will be counted together to determine the FLS requirement for the posting.
4. All provisions of the Collective Agreement will apply.

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RE: Lay Off

The parties agree to the following:

- 1) The day shift is deemed to be any tour where the majority of the hours fall between 0700 and 1500 hours.
- 2) Recognizing start times may vary on a single unit and in order to accommodate changes in patient volume and acuity, it may be necessary to alter the start time of the posted day shift to avoid the layoff of senior staff on the Unit.
- 3) If this results in a period of less than sixteen (16) hours between day shifts for any nurse affected by this change, premium pay shall not apply.
- 4) If a nurse is offered an additional shift with less than sixteen (16) hours off duty and the nurse accepts that shift, premium pay shall not apply.
- 5) These provisions will also apply to ten (10) and twelve (12) hour shifts respectively.
- 6) If it becomes necessary to cancel one (1) of the day shifts on any unit, the least senior nurse shall be the one to be cancelled, regardless of the start time of their day shift.
- 7) As a result of Item No. 6 above, it may be necessary to alter the day shift start time of one of the other scheduled nurses.
- 8) This new procedure shall be effective upon the signing of this agreement.

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RE: On Call Sexual Assault/Domestic Violence (SADV) Program

The parties agree to the following:

1. On-call in the SADV Program will be self-scheduled by the Nurse(s) based on their availability.
2. Nurses will self-schedule the on-call in the SADV Program in accordance with Article H-6 and H-7 (e) of the ONA local collective agreement.
3. Should a nurse who is on-call for SADV accept a shift on a unit, the SADV nurse will communicate with other SADV trained nurses to replace the nurse's call. If no replacement is available, they will refer to SADV Call-In procedure.
4. Upon signing this Letter of Understanding and every time a new nurse is hired within the SADV Program, the Union will be notified in writing of the nurse(s) name.

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RE: ARTICLE 13.05 – Individual Special Circumstance Arrangements

The Hospital and the Association agree to implement individual special circumstance arrangements pursuant to Article 13.05 of the collective agreement. The Hospital and the Association agree that the intention of creating this type of arrangement is primarily to assist Registered Nurses with identified special circumstances by reducing their full-time hours. The following conditions will apply:

- (a) The Nurse shall make written application to their Manager and will include the reason(s) for application.
- (b) The decision to allow an individual circumstance arrangement will be made in consideration of the personal need of the individual and the service requirements of this hospital.
- (c) The decision to enter into an arrangement shall require the unanimous agreement of the Association, the Hospital and the nurse.
- (d) It is understood by the parties that a decision not to enter into an arrangement will not be subject to a grievance.
- (e) Individual special circumstance arrangements shall be a minimum of six (6) months duration. The Association, the Hospital or the nurse may discontinue the arrangement with ninety (90) days written 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 arrangement be discontinued, the nurse shall revert back to the nurse's 1.0 FTE position.
- (f) The Association and the Hospital agree that the additional hours of work created by these positions will be applied to the part time hours of the unit or the creation of permanent full-time positions.
- (g) In the event that the Registered Nurses affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately and the full-time position will be posted.
- (h) It is agreed that Registered Nurses in these positions are not entitled to declare their availability for extra available work.

- (i) Registered Nurses in these positions will discuss any change in circumstance with the Association and their Manager on a yearly basis.
- (j) Subject to the Hospital ability to schedule the necessary replacement shifts, all full-time nurses may apply to work .8 FTE.

The benefits and vacation for these positions shall be according to the schedule below:

| | |
|---------------------------------|---|
| BI-WEEKLY HOURS: | 60 hours |
| DENTAL/MEDICAL/ SEMI-PRIVATE | Same cost sharing as Full-time |
| HOOPP: | Based on 75 hours Bi-weekly |
| PAID HOLIDAYS: | 12 paid holidays @ 7.5hrs |
| VACATION: | Based on budgeted .8 FTE i.e. 4 wk entitlement = 16 days |
| GROUP LIFE: | Same as Full-time – based on actual earnings |
| SICK LEAVE: | Same as Full-time |
| LONG TERM DISABILITY: | Same as Full-time – based on actual earnings |
| ANNIVERSARY INCREASE: | Remains on established date |
| SENIORITY: | Same as Full-time |
| OVERTIME: | As per Collective Agreement |

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RE: New Graduate Guarantee

With respect to Supernumerary Positions and in accordance with the Letter of Understanding on Supernumerary Positions in the Central Collective Agreement, the Parties agree to the following:

1. As per the New Graduate Initiative, the Hospital may hire full-time (temporary) supernumerary nurses up to the maximum funding available as per the Ministry guidelines.
2. New graduates that were offered a supernumerary position prior to the signing of this agreement shall be governed by the terms of this agreement.
3. The duration of such supernumerary appointments will be for the period of funding.
4. Upon request, the union will be provided with monthly reports (via e-mail) of the status of the supernumerary positions. The parties further agree to discuss the supernumerary positions at Hospital Association meetings.
5. The experience and qualifications acquired during NGG will not supersede another applicant who is only lacking the specialty area experience/qualifications of the posting. This will apply throughout the NGG employment period and the first 12 months following the completion date of the NGG.

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RE: Regular Part-time Scheduling – EXTRA TOURS

1. Shifts that need to be filled in advance will be done so under the following parameters and in accordance with Collective Agreement language:
 - i) For shifts offered more than five (5) days in advance; the nurse will be given twelve (12) hours to return the call.
 - ii) Shifts offered with less than five (5) days will be deemed to be offered when the call is placed.

RE: Casual part-time Nurses:

1. A call placed is a tour offered.

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RE: Part Time Composite Positions

The Parties agree that part time composite positions exist in the following areas:

- a) NICU / Paediatrics, Kidney Care Clinic/Hemodialysis.
 - 1. The position will be permanent Part-time positions.
 - 2. The Nurse in the composite positions will be assigned to one unit as the nurse's home unit for purposes of vacation, layoff, recall or any other provisions dealing with seniority rights.
 - 3. The Nurse will be scheduled two weeks at a time on each unit, according to seniority. If the Nurse does not have their availability on one unit, the Nurse will be scheduled shifts, based on seniority, on the other unit to achieve the nurse's desired availability.
 - 4. For the purposes of French Language Services, the RNs from both units will be counted together to determine the French Language Services requirement for the posting.
 - 5. all provisions of the Collective Agreement will apply.

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RE: Hybrid Master Schedule which combine Normal Daily Tours and Extended Tours –
Split CNE/RN Role

The parties agree to the creation of Hybrid Master Schedules which combine Normal Daily Tours and Extended Tours for the Split CNE/RN Roles on the following basis:

1. A Hybrid Master Schedule is defined as one that results in nurses working a combination of extended tours and / or normal daily tours within the scheduling period.
2. Schedules developed under this initiative will comply with the scheduling regulations for extended tours.

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RE: Posting of Available Shifts after Schedule has been Posted

When significant staffing needs arise after the posting of a schedule, Managers may post the available shifts on the unit for nurses to view and select shifts that they are available to work. Available shifts will be posted for two weeks. Shifts will be allotted according to Article H-19. Managers will confirm shift allotment to nurses. In the event of more than one nurse signing up for the shifts, seniority will govern.

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RE: Staffing Needs in the Operating Room

The Association and the Hospital agree to the following process for filling on-call vacancies:

1. Replacement of an evening or weekend shift (with call coverage) with more than 48 hours' notice
 - Provide the shift to the staffing department to replace as per usual shift replacement guidelines (Article H)
 - Staffing department will provide the OR with feedback regarding shift replacement more than 48 hours prior to the required shift (this timeframe will be discussed/determined by the OR UL)
 - If the staffing department is unable to fill the required shift, the UL will offer out the shift again, in order of seniority (with an offer to break up the shift and call if necessary)
 - If still unable to fill the required shift, then a change to a nurse's schedule will be used as a last resort
2. Replacement of an evening or weekend shift (with call coverage) with less than 48 hours' notice (sick call, LSS)
 - The OR UL will offer out the shift, in accordance with Article H
 - If the UL is unable to fill the required shift, then they will offer out the shift again, in order of seniority (with an offer to break up the shift and call if necessary)
 - If still unable to fill the required shift, then a change to a nurse's schedule will be used as a last resort.
3. Replacement of caesarean call coverage with more than 48 hours' notice
 - The OR UL will post for the call coverage at the desk
 - If still unable to cover the call need, then with reasonable notice, change the call only need to a 8 hours shift with call attached. This will be offered out as per Article H
 - If still unable to fill the required shift, then a change to a nurse's schedule will be used as a last resort

4. Replacement of caesarean call coverage with less than 48 hours' notice (sick call, LSS)
 - The OR UL will post for the call coverage at the desk
 - If still unable to cover the call need, then with reasonable notice, change the call only need to a 8 hour shift with call attached. This will be offered out as per Article H
 - If still unable to fill the required shift, then a change to a nurse's schedule will be used as a last resort

5. The Hospital will create a tracking record to ensure that schedule changes are applied equitably among all staff.

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RE: Self Scheduling for Part-time Nurses

The parties agree to implement self- scheduling for part-time nurses on units where the current RNs are in support.

The Association and the Hospital agree in principle to the concept of self-scheduling. Should the Hospital or the employees wish to implement self-scheduling on a particular unit, they shall do so according to the following criteria, initially on a trial basis:

1. Seventy percent (70%) of the nursing staff must indicate by secret ballot their willingness to participate in self-scheduling prior to the commencement of the test.
2. The trial period shall be for six (6) months, after which the part-time employees will again indicate by a more than fifty percent plus one (50% + 1) vote by secret ballot their desire to continue
3. Self-scheduling, including scheduling regulations shall comply with the applicable provisions of Article H.
4. Employees participating in self-scheduling shall be responsible for scheduling their hours.
5. The self-scheduling schedules shall be submitted to the clinical manager for review and approval to ensure that appropriate nursing coverage is maintained. The Manager's approval of self-scheduling shall not be unreasonably withheld.
6. Self-scheduling may be discontinued by either the Hospital or the Association upon a minimum of three (3) months written notice to either party.
7. Guidelines are located on the Intranet, Human Resources/ Labour Relations portal

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RE: E-Dues

The parties agree to the Electronic Submission of Dues Information between the North Bay Regional Health Centre finance department and the Ontario Nurses' Association. Only that information that is currently being provided as required under the Collective Agreement will be shared via the template provided by ONA.

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RE: Call In Process Language Amendments

The parties agree to change its call in order practice and thus amend the local language to reflect this change. Amendments to the following scheduling language as follows:

- H-19 (b) i) Where extra tours become available, they will first be offered on the basis of seniority, to regular part-time nurses on that unit.
- ii) If no regular part-time nurse on the unit is available at straight time rates, casual nurses from this unit will be called to work prior to offering the work to part-time or casual nurses off of the unit.
- iii) When it has been determined by the Hospital that a casual nurse will be called in / scheduled for a shift, the shift will be offered equitably to the casual nurses able to work on the unit.
- iv) On units where Percentage Positions exist, as per H-18, if as a result of a shift cancellation there is a reduction in a Percentage Position's hours, that Percentage Position nurse may be offered additional available hours before offering to regular part-time nurses as per H-19 (b) i) above, in order to make up those same number of hours lost.

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