

LOCAL ISSUES

To The:

COLLECTIVE AGREEMENT

Between:

NORTH SHORE HEALTH NETWORK
(Formerly known as Blind River and District Health Centre)
(Hereinafter called the "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter called the "Union")

EXPIRY DATE: June 7, 2021

TABLE OF CONTENTS

APPENDIX 3 – SALARY SCHEDULE.....	1
APPENDIX 4 – SUPERIOR CONDITIONS.....	2
APPENDIX 5 – APPENDIX ON LOCAL ISSUES.....	4
ARTICLE A - RECOGNITION AND DEFINITIONS.....	4
ARTICLE B - MANAGEMENT RIGHTS.....	4
ARTICLE C - COMMITTEES AND REPRESENTATIVES.....	4
ARTICLE D - SENIORITY AND JOB SECURITY.....	5
ARTICLE E - HOURS OF WORK.....	6
ARTICLE F - SCHEDULING REGULATIONS.....	8
ARTICLE G - PART-TIME COMMITMENT.....	14
ARTICLE H - PAID HOLIDAYS.....	15
ARTICLE I - VACATION SCHEDULING.....	15
ARTICLE J - BULLETIN BOARD.....	17
ARTICLE K - ASSOCIATION LEAVE (BUSINESS).....	17
ARTICLE L - PAYROLL POLICIES.....	17
ARTICLE M - SICK LEAVE.....	17
ARTICLE N - PRE-PAID LEAVE PLAN.....	18
ARTICLE O - JOB SHARING.....	18
ARTICLE P – GENERAL.....	19
ARTICLE Q - WORKPLACE SAFETY INSURANCE BOARD (W.S.I.B.) AND REINSTATEMENT.....	20
ARTICLE R - VIOLENCE IN THE WORKPLACE.....	21
ARTICLE S - RETURN TO WORK PROGRAM.....	21
ARTICLE T – PAID PROFESSIONAL LEAVE DAYS.....	22
SIGNING PAGE.....	23
LETTER OF UNDERSTANDING.....	24
Re: Payment for Full-time Retiree Benefits.....	24
LETTER OF UNDERSTANDING.....	24
Re: Health and Safety Language.....	25
LETTER OF UNDERSTANDING.....	29
Re: Chemotherapy Registered Nurse.....	29
LETTER OF UNDERSTANDING.....	32
Re: Nurse Practitioner.....	32
LETTER OF UNDERSTANDING.....	34
Re: Application of Educational Bonus – Blind River Superior Condition.....	34
LETTER OF UNDERSTANDING.....	35
Re: Thessalon and Matthews Sites – Posting of Schedules.....	35
LETTER OF UNDERSTANDING.....	36
Re: Multiple Sites.....	36
LETTER OF UNDERSTANDING.....	38
Re: Multi-site Scheduling Committee.....	38

APPENDIX 3 – SALARY SCHEDULE**HOURLY RATE****Classification – Registered Nurse**

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

Classification – Graduate Nurse

	<u>Effective April 1, 2020</u>	<u>Effective April 1, 2021</u>
Start	30.61	30.92

Classification – Nurse Practitioner

	<u>Effective April 1, 2020</u>	<u>Effective April 1, 2021</u>
Start	52.40	52.92
1 Year	52.71	53.24
2 Years	52.99	53.52
3 Years	53.30	53.83
4 Years	54.59	55.14
5 Years	57.00	57.57
8 Years	57.15	57.72
25 Years	58.15	58.73

APPENDIX 4 – SUPERIOR CONDITIONS**Blind River Site:**

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

1. (Previous) ARTICLE 26.03 - As it applies to -)
ARTICLE 28.03 -)

(Current) ARTICLE 14.11- AMBULANCE ESCORT

Note: When a nurse is called in and required to travel with a patient less than four (4) hours, she will be paid for four (4) hours. When a nurse is called in and required to travel with a patient in excess of four (4) hours, she shall be paid the full shift.

2. (Previous) ARTICLE 22 - HEALTH PROGRAM - As it applies to

(Current) ARTICLE 18 - MISCELLANEOUS

18.08 When requested by the Administrator, the nurses will be required to undergo, by a doctor of their choice, a physical examination, stool examination and/or culture, including laboratory tests, x-rays, inoculations and vaccinations, it being understood that the expense of such shall be borne by the Employer and without limiting the generality of the foregoing the nurses agree to submit to an examination required from time to time by the Public Hospitals Act, R.S.O., 1960, chapter 322 and amendments thereof and/or regulations thereto.

3. (Previous) SCHEDULE "A" - COMPENSATION

.06 Monthly Education Allowance - As it applies to

(Current) ARTICLE 19 - COMPENSATION

19.10 Education Allowance

Monthly Educational Bonuses

C.H.A. Nursing Unit Administration Course or Nursing

Specialty Course	Monthly \$15.00	Daily \$0.70
1 Year University Course (30 Credits) leading to a degree in nursing	\$25.00	\$1.15
Baccalaureate Degree (in nursing)	\$80.00	\$3.70

4. (Previous) ARTICLE 6.03 - As it applies to

5.05 NOTE: The list shall include all other changes of status which affect dues deductions or the rate of dues deducted.

Thessalon and Matthews Sites:

1. In providing the list of nurses from whom dues deductions were made in each month, the Employer shall also include the following information: the names of those nurses on leaves of absence and of those nurses who have terminated their services that month. In addition to the foregoing, the Hospital will supply the Association with addresses of new employees when they are placed on the check-off list for the first time.

2. Educational Allowance

Special Preparation Bonuses	Per Month (Full-time)	Per Shift (Part-time)
(1) A.C.L.S. Course	\$10.00	0.06
(2) Special Courses or Introduction to Nursing Management or 6 months post-graduate O.R. course	\$15.00	0.09
(3) One year University Diploma	\$40.00	0.25
(4) Bachelor's Degree	\$80.00	0.49
(5) Master's Degree	\$120.00	0.74

These bonuses shall be paid only when, in the judgement of the Hospital, the position of the nurse requires the educational qualifications set out above.

3. Nurse Practitioner/ R.N.E.C. will be entitled to five (5) weeks vacation following one year of continuous full-time service. Thereafter vacation entitlement increases will be in accordance with Article 16. Scheduling of vacation shall be at a time mutually agreed between the Nurse Practitioner/ R.N.E.C. and his/her Manager.

APPENDIX 5 – APPENDIX ON LOCAL ISSUES

ARTICLE A - RECOGNITION AND DEFINITIONS

- A-1 The Employer recognizes the Association as the bargaining agent for all Registered Nurses and nurses with a temporary certificate of registration employed by North Shore Health Network, Blind River, Thessalon, Mathews sites, engaged in a nursing capacity , save and except Nurse Managers and person above the rank of Nurse managers.
- A-2 Supervisor or Immediate Supervisor, when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - MANAGEMENT RIGHTS

- B-1 The right to hire, retire, promote, classify, lay-off, recall, demote, transfer, discharge, or discipline for just cause, to maintain order, discipline, efficiency, and quality patient care, to establish and enforce reasonable rules and regulations governing the conduct of the employees, is the exclusive function and responsibility of the Employer subject to the terms and conditions of the Agreement. All matters concerning the operation of the Employer not specifically dealt with herein shall be reserved to the Employer and be its exclusive responsibility.
- B-2 The Employer will exercise its rights and administer the Collective Agreement reasonably and fairly.

ARTICLE C - COMMITTEES AND REPRESENTATIVES

- C-1 Nurse Representatives
The Employer will recognize four (4) nurse representatives, two (2) from Blind River site, one (1) from Thessalon site, and one (1) from Matthews site.
- C-2 (a) The Employer will recognize one (1) member of the bargaining unit from each site as the certified worker pursuant to the Occupational Health and Safety Act(s) of the Joint Health and Safety Committee.
(b) When a regular member is not available, she/he may be replaced by an alternate, appointed by the Union.
- C-3 Negotiating Committee
The Employer will recognize a Negotiating Committee of not more than four (4) nurses from the bargaining unit, one of whom will be the Bargaining Unit President. There will be no more than one nurse from each of Thessalon and Matthews sites.
- C-4 Grievance Committee
The Employer will recognize a Grievance Committee consisting of three (3)

members.

C-5 Hospital-Association Committee (HAC)

- (a) This committee shall be composed of three (3) members of the bargaining unit, (one from each site), one of which shall be the Bargaining Unit President.
- (b) Payment for identified members on days off at HAC Meetings.

The Bargaining Unit President/designate will identify to the Employer which two (2) committee members require payment under article 6.03 (e) at each Employer Association Committee meeting.

C-6 Union Interview

The Union interview shall take place for all newly hired employees during the orientation program.

C-7 The Professional Development Committee referred to in Article 9.02, shall include two (2) representatives of the Association, one of whom will be the Bargaining Unit President or designate. If the Employer decides to have more than two (2) representatives on this committee, then the Association will increase its membership representation accordingly.

The Professional Development Committee agendas will be included as part of the Hospital-Association Committee (HAC) agenda as a separate distinct item identified as Professional Development.

C-8 The Bargaining Unit President or designate will be paid at his/her regular straight time hourly rate for time spent in meetings arranged or requested by the Employer which occur outside his/her scheduled hours of work. Such hours will be invisible for purposes of determining premium payments (i.e. these hours will not attract premium payment and will not be counted for purposes of determining eligibility for premium payment on other hours worked).

ARTICLE D - SENIORITY AND JOB SECURITY

D-1 The seniority list as provided for in Article 10.02 shall be posted and revised in April and October of each year.

D-2 In accordance with Article 10.08 (a) of the Central Agreement, if a nurse is to be reassigned for a partial or single shift from her or his area of assignment, the nurse to be reassigned will be the most junior nurse on the Unit who is qualified to perform the available work.

- D-3 If acuity changes, the Manager will offer the option of a Leave of Absence as follows:
- (a) Premium nurse
 - (b) Pre-submitted request
 - (c) Most senior full-time nurse downward to most junior full-time nurse.
 - (d) Most senior part-time nurse downward to most junior part-time nurse.

ARTICLE E - HOURS OF WORK

E-1 The rest periods as provided for in Article 13.01 (b) will be granted during each half shift at a time to be determined by the Employer.

E-2 A nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a second and subsequent weekend, save and except where:

- (a) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse, or
- (b) such nurse has requested weekend work, or
- (c) such weekend is worked as the result of an exchange of shifts with another nurse.

A weekend is defined as the hours between 2400 hours Friday and 2400 hours Sunday.

E-3 It is recognized that the hours of work are 4 hours, 7.5 hours and 11.25 hours. Recognizing that there is a short shift 4 hours, and where a nurse is required to work beyond these hours, the nurse will be paid the appropriate premium pay under Article 14.

The Employer agrees that 4 hour tours will not be implemented beyond those that existed as of January 1, 2014, without first consulting with the Union.

E-4 Where the Employer or a nurse wishes to work shifts other than those outlined in Article 13, the parties will endeavour to agree on the terms to be negotiated, including implementation, trial period and discontinuation.

E-5 Standby/ On Call (Full-Time and Part-Time)

- (a) The Employer will notify the Local President or designate prior to initiating ongoing standby assignments on any unit.
- (b) The Employer will inform all new hires of their obligation to take on-call shifts for any unit that has standby assignments.

- (c) If the R.N. on call is called back into work, she/he will be able to leave the Hospital at the start of her next shift regardless of the time of the call back, provided the nurse is not scheduled to work the next shift.
 - (d) Standby assignments will be distributed equitably amongst the employees in any unit utilizing standby.
 - (e) Employees shall be permitted to exchange their standby assignments with a Registered Nurse who has been oriented to Acute Care and/or Out Patient Services.
 - (f) A full-time employee will not be scheduled for standby on a scheduled day off or scheduled on a weekend off, unless mutually agreed between the employee and the Employer.
 - (g) The Employer will make available the equivalent of one (1) private Hospital room for employees scheduled for standby. Should this not be possible, the Employer will reimburse the Nurse for the cost of a hotel room where a Nurse is scheduled to work standby, provided that:
 - i) the Nurse's residence is greater than a twenty minute drive from the Hospital and
 - ii) that the Nurse checks the ability of the Employer to provide a private room within two (2) weeks of the posting of the standby schedule.
- Any costs associated with a mutual exchange between employees once the standby schedule has been posted in excess of two (2) weeks, will not be borne by the Employer. In the presence of extenuating circumstances, the Employer may, in its sole discretion, provide reimbursement for the cost of a hotel room where it is not otherwise required by this provision.
- (h) When an employee works standby and is called-in within (3) hours prior to their scheduled shift, they shall be required to work their scheduled shift at straight time. Where an employee works standby and is called-in more than (3) hours prior to their scheduled shift, the employee shall be entitled to eight (8) hours time off before commencing the shift and will be paid straight time for the full shift. However, if the Employer is unable to provide eight (8) hours of relief between the end of the time that the employee left the Hospital and the start of the next regular shift, the nurse shall be paid time and one half for the full shift.
 - (i) Nurses scheduled for standby shall be provided with beepers paid by the Employer.
 - (j) The Union and the Employer may agree to self-scheduling of standby, according to the needs of the Unit, at any site. Where an agreement to self-schedule standby exists, should there be any standby shift remaining on the Monday of the week prior to the date of the standby shift, the Manager or designate may assign the shift. Where the manager or designate assigns standby duty, it shall endeavour to do so in an equitable manner on a rotating basis.

Where there is an agreement to self-schedule standby at any site, that agreement may be discontinued by either party with sixty (60) days written notice.

- E-6 If the parties agree to a Unit Weekend Schedule in accordance with the language of Article 13.04 during the duration of the Collective Agreement, the signed agreement between the parties will be addressed as a Letter of Understanding and appended to the Appendix of Local Provisions

ARTICLE F - SCHEDULING REGULATIONS

- F-1 Tour schedules shall be posted, except in cases of emergency, two (2) weeks in advance and shall cover a six (6) week period or full-time nurses will be paid premium pay on the first tour of the new schedule. Requests for specific days off are to be submitted, in writing, at least two (2) weeks in advance of posting.

F-2 Request for Tour Changes

A nurse must give the Employer, in writing, at least 24 hours notice of intent to exchange a shift together with an undertaking signed by the nurse willing to accept such exchange. Shift exchanges involving one or more part-time nurse(s) must be exchanged within the same four (4) week period. Shift exchanges involving extended tours and 7.5 hour tours may be allowed. Nurses may be allowed to exchange 12 hour tours resulting in a 2D/2N schedule. Shift exchanges, including shifts offered following the shift exchange will not result in premium payment and is subject to the approval of the Employer.

Three eight (8) hour shifts may be traded for two (2) twelve (12) hour shifts.

Partial tours may be traded for partial tours (e.g. four (4) hours for four (4) hours, minimum hours to be traded). Partial tour exchanges may be denied due to continuity of patient care.

- F-3 Where there is a change in the schedule from one day shift to another day shift commencing at different start times on the same day, the change will not be considered a change in schedule as defined under Article 14.12. If the nurse is advised of the change and unable to accept it due to extenuating circumstances and the Employer unilaterally changes the start time, premium pay would be applicable if the change is made with insufficient notice as per Article 14.12.

- F-4 A full-time nurse may request to work a permanent evening or night shift. Where such request is made the following conditions shall apply:

- i) The nurse will submit a written request to the Manager with a copy to the Union.
- ii) The Manager will provide a written response to the nurse stating her ability to honour such a request, with the provision that either the nurse or the Manager may discontinue the scheduling arrangement with four (4) weeks written notice in advance of the posted schedule. A copy of such response shall be forwarded to the Union.

- iii) The permanent shift arrangement applies to the individual nurse, not to the position and therefore when a nurse vacates such arrangements, said vacant line will revert back to a regular rotating line consistent with the remainder of the master rotation.
- iv) A nurse on permanent evening or night shift will twice a year spend two (2) weeks on day shift at a mutually agreeable time. These intervals will be at least three (3) to four (4) months apart.

F-5

Scheduling - 7.5 hours

(a) Full-time

- i) Master rotations including an individual nurses position within a master, will not be changed without first informing the nurse and the bargaining unit president and or designate.
- ii) A nurse will not be scheduled to work more than seven (7) consecutive days without receiving two (2) consecutive days off or premium payment shall be paid.
- iii) The Employer will schedule full-time every second weekend off or premium pay will apply. The Employer will endeavour to schedule a nurse for a day shift prior to the nurse's weekend off. The Employer agrees that a weekend will be defined as sixty (60) hours from the completion of the Friday tour until the commencement of the Monday tour.
- iv) The Employer undertakes to use its best effort consistent with proper management of the Hospital to ensure that days off may be taken consecutively and days off rotated so as to effect an equal distribution among the full-time nurses.
- v) The Employer will endeavour as far as reasonably possible to provide some day tours when available.
- vi) A nurse shall not be required to commence work within twelve (12) hours of completing a scheduled tour or premium payment shall be paid.

(b) Part-time

- i) The Employer agrees to schedule regular part-time nurses according to their commitment on the posted schedule subject to their being orientated to the area and subject to it not creating a premium situation.
- ii) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time nurses who do not have their commitment.

- iii) Where all regular part-time nurses have been given the opportunity to work up to their committed hours, extra tours will then be offered to regular part-time nurses on the basis of seniority.
- iv) Where no regular part-time nurse is willing to perform the available work, the tour will be offered to casual part-time nurses on the basis of seniority.

F-6

Introduction of Extended Tours

- (a) Extended tours shall be introduced into any unit when:
 - i) seventy-five percent (75%) of the nurses in the unit so indicate by secret ballot; and
 - ii) the Employer agrees to implement extended tours, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended Tours may be discontinued in any unit when:
 - i) fifty percent (50%) of the nurses in the unit so indicate by secret ballot; or
 - ii) the Employer because of:
 - (A) adverse effects of patient care;
 - (B) inability to provide a workable staffing schedule;
 - (C) where the Employer wishes to do so for other reasons which are neither unreasonable nor arbitrary, states its intention to discontinue the extended tours in the schedule.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
 - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - ii) where it is determined that extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

F-7

Extended Tour - Scheduling Regulations

- (a) Full-time
 - i) Master rotations including an individual nurses position within a master, will not be changed without first informing the nurse and bargaining unit president and or designate.

- ii) Nurses shall not be required to work more than three (3) consecutive tours or two (2) extended day tours followed by two (2) extended night tours (Day, Day, Night, Night) or premium payment shall be paid. After three (3) consecutive tours or two (2) extended day tours followed by two (2) extended night tours (Day, Day, Night, Night) nurses shall have at least two (2) days off in a row or premium payment shall be paid.
- iii) The Employer will endeavour to schedule a nurse for a day shift prior to the nurse's weekend off. The Employer agrees that a weekend will be defined as sixty (60) hours from the completion of the Friday tour until the commencement of the Monday tour.
- iv) The Employer undertakes to use its best effort consistent with proper management of the Hospital to ensure that days off may be taken consecutively and days off rotated so as to effect an equal distribution among the full-time nurses.
- v) A request for a change in posted schedule must be submitted twenty-four (24) hours, in advance, in writing, by the nurse requesting the change, and co-signed by the nurse willing to exchange days off or tours of duty. Such exchange will not result in premium pay.
- vi) The Employer will endeavour as far as reasonably possible to provide some day tours when available.

(b) Part-time

- i) Nurses shall not be required to work more than three (3) consecutive tours or two (2) extended day tours followed by two (2) extended night tours (Day, Day, Night, Night) or premium payment shall be paid. After three (3) consecutive tours or two (2) extended day tours followed by two (2) extended night tours (Day, Day, Night, Night) nurses shall have at least two (2) days off in a row or premium payment shall be paid.
- ii) Employer agrees to schedule regular part-time nurses according to their commitment on the posted schedule subject to their being orientated to the area and subject to it not creating a premium situation.
- iii) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time nurses who do not have their commitment.
- iv) Where all regular part-time nurses have been given the opportunity to work up to their committed hours, extra tours will then be offered to regular part-time nurses on the basis of seniority.
- v) Where no regular part-time nurse is willing to perform the available work, the tour will be offered to casual part-time nurses on the basis of seniority.

- (c) Every second weekend will be required off.
- (d) On the predetermined schedule the Employer will schedule nurses with forty-eight (48) hours off after two (2) or more night shifts or premium pay shall be paid.
- (e) The Employer agrees that it will not require a part-time nurse to work a schedule of more than five (5) consecutive tours without the nurse's consent or premium pay will apply.

F-8 Any violation of the above scheduling regulations contained in this Article shall result in premium payment.

F-9 Agreement to work additional tours or change tour of duty will not be construed to be a waiver of premium pay where applicable

F-10 If possible, schedules will be developed by mutual consensus between the Union and Management.

F-11 At least fifty percent (50%) of the full-time nurse's shifts shall be on the day shift when operationally feasible.

F-12 In the event that a casual part-time nurse is called in for weekend work due to the unavailability of part-time staff at a straight time hourly rate, such weekends will not be subject to premium pay save and except the fourth consecutive weekend worked.

F-13 Vacation

Prior to leaving on vacation nurses shall be provided with the date and time on which to report for work following vacation. It will be the responsibility of the nurse to obtain this information from the nursing office.

F-14 Shift Distribution Errors

- (a) Where a nurse is not called in for a tour in accordance with the Collective Agreement, has been disadvantaged by such action and does not have an opportunity to become aware of the scheduling error prior to the missed shift being worked, the Unit Manager will proceed as follows:
 - i) Schedule one "extra" shift within four (4) weeks. For the purpose of this agreement, an "extra" shift is defined as a shift, which is in addition to the shifts scheduled to provide the regular staffing complement and will not be counted towards the nurse's commitment.
 - ii) Such shift will be in addition to the nurse's regular schedule.
 - iii) For part-time nurses, scheduling of the extra shift will be mutually agreed and will be scheduled within four (4) weeks. The tour will be paid at the straight-time hourly rate or the applicable over-time rate if the shift missed was at premium.

- iv) For full-time nurses, scheduling of the extra shift will be mutually agreed upon by the Unit Manager and the nurse will be scheduled within four (4) weeks. The tour will be paid at the premium rate (1.5 times the regular hourly rate), or such other greater rate or premium the Nurse would have received had the offer been made according to the Collective Agreement.
 - v) When a nurse is scheduled to work an extra shift and a staffing deficiency subsequently arises for that shift which requires a replacement, the Employer will replace that available shift according to Article K-7, unless that deficiency is a result of a sick call or request for unpaid leave of absence that occurs less than twenty-four (24) hours prior to the beginning of the extra shift.
 - vi) Notwithstanding (v) above, the Employer may also follow its usual practice in reassigning an available nurse, including but not necessarily the extra nurse, providing that the nurse is qualified to perform the available work.
- (b) Where a nurse is not called in for a tour in accordance with the Collective Agreement, and subsequently has the opportunity to become aware of the error, such nurse must then notify the staffing office, her/his Unit Manager or designate of the error. Once the error is confirmed, the nurse who was entitled to the shift will be scheduled for the shift. The part-time nurse who was booked in error may be cancelled and exercise her/his rights according to Article 10.08 or 14.12 (b). A full-time nurse who was booked in error may be cancelled and will be paid time and one half her/his regular rate of pay for her/his next booked shift according to Article 14.12 (a).
- (c) For the purpose of this agreement, "opportunity" is defined as the nurse's first shift at work after the scheduling error has been made, but prior to the shift in question being worked. Moreover, should the nurse fail to notify the Manager/Supervisor at her/his first opportunity, then that nurse forfeits any claim to the missed shift.

F-15

Christmas And New Years

The scheduling regulations will not operate during the period December 15th to January 15th. The Employer will endeavour to schedule every other weekend off. A nurse shall be scheduled off duty for a period of not less than five (5) consecutive days, either at Christmas or New Year's or premium pay will apply. For the purpose of this article "Christmas" shall be defined as December 24th, 25th and 26th and "New Year's" shall be defined as December 31st and January 1st and 2nd. This provision shall not apply to any unit where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays.

Nurses shall indicate their preference for either Christmas or New Years off on a posted request sheet by October 15th. Should a conflict occur regarding the preference of having either Christmas or New Years off, the decision will be based on the previous years schedule in order to allow nurses to be off on alternating

Christmas and New Years. In the event that both employees were off on the same holiday in the previous year, seniority shall be the governing factor.

ARTICLE G - PART-TIME COMMITMENT

- G-1 Regular part-time nurses must be available as required by the Employer in accordance with the following:
- (a) Available to work every second weekend.
 - (b) Available to work days, evenings and night duty.
 - (c) Available to work as scheduled on any tour -
 - i) Christmas (December 24th, 25th, 26th)
 - or
 - ii) New Year's (December 31st, January 1st, 2nd).
 - (d) Available for work 33.75 hours per pay period. The commitment for regular part-time nurses may be averaged over a four (4) week period (i.e. 67.5 hours over four (4) weeks) and shall be a combination of 4, 7.5 and 11.25 hour tours.
- G-2 The Employer will endeavour to equally distribute four (4) hour shifts among those nurses who are orientated to the units requiring four (4) hour tours. Where four hour tours (4) are required,
- (a) Nurses working shifts comprised of less than 7.5 hours shall be granted a paid rest period.
 - (b) No part-time nurse will be scheduled solely on tours which are comprised of four (4) hours in any pay period, except where such arrangements are requested by the nurse.
 - (c) Nurses working tours comprised of less than 7.5 hours, shall not be scheduled to work more than seven (7) consecutive tours. If a nurse is required to work on a eighth (8th) consecutive and subsequent tour, then she/he will receive premium pay for each tour so worked until a day off is scheduled.
 - (d) An employee who is required to work additional hours on a tour of less than 7.5 hours will receive premium pay for all hours worked in addition to the regular scheduled tour of less than 7.5 hours.
- G-3 A casual nurse must provide availability for work by the 1st of each month, except where a reasonable explanation has been provided to the Employer in advance.

Where the Employer has identified in-services or training sessions required for nurses, it will personally notify casual employees of such requirements in writing, in advance.

ARTICLE H - PAID HOLIDAYS

H-1 Full-Time

The Employer recognizes the following designated holidays as referred to in Article 15.01 for all full-time nurses:

January 1 st	1 st Mon. in June	December 25 th
Family Day	July 1 st	December 26 th
Good Friday	Civic Holiday	
Easter Monday	Labour Day	
Victoria Day	Thanksgiving Day	

H-2 Full-Time

When a full-time nurse is entitled to a day or lieu day as provided for in Article 15.04 (a), (b) and 15.05, such day shall be scheduled at a mutually agreeable time. The nurses will co-operate with requests for lieu days as outlined in F-1 (a).

Such mutual agreement will allow for the accumulation of three (3) lieu days, which may be taken as three (3) 7.5 hour tours or two (2) 11.25 hour tours. These accumulated lieu days must be taken within ninety (90) days at a mutually agreeable time or payment shall be made in accordance with Article 15.03.

Should the nurse request and be unable to take lieu days in accordance with the above, due to operational needs, an additional forty-five (45) days will be allowed prior to pay out.

H-3 Part-Time

If part-time nurses are scheduled to work the weekend before a holiday, the Employer will endeavour to schedule the nurse to work the holiday and vice versa, with the condition that it does not create a premium situation.

ARTICLE I - VACATION SCHEDULING

- I-1
- (a) Prime time vacation request sheets shall be posted by March 1 of each year and will be removed by March 31. If no vacation allotment is indicated, the vacation will be scheduled by mutual agreement between the employee and their Manager.
 - (b) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.
 - (c) Consistent with efficiency of management of the Hospital, nurses shall be given preference with respect to their vacation periods in accordance with seniority. Nurses will be limited to taking a maximum of two (2) consecutive

weeks of vacation time during prime time (defined as July 1st to August 31st inclusive).

- (d) Vacation time will not be scheduled between December 15th and January 15th inclusive.
- (e) During the prime time periods, leaves of absence will not be allowed to extend vacation time.
- (f) It is understood and agreed that vacations are not necessarily continuous and that not more than one (1) full-time and one (1) part-time employee per unit will take vacation at the same time. However, the Employer will endeavor to accommodate the wishes of the employees with respect to the choice of vacation dates. Following the posting of the approved vacation schedule June 1st in the event that the full-time part-time quota is not utilized, two of either full-time or part-time will be allowed off at one time. Additional vacation requests will be granted when operationally feasible.

I-2 Full-Time

Nurses may borrow vacation from the next years vacation bank. It is agreed that a nurse must have accumulated the vacation prior to using.

I-3 The Employer will allow nurses to take single vacation days off.

I-4 Part-Time

Vacation pay for part-time nurses will be paid in the pay period in which it was earned, on each pay. Nurses may choose to direct a fixed dollar amount to a separate bank account for the purposes of vacation pay.

A Regular Part-time nurse is entitled to vacation time based on length of employment, as of January 1st in any year. The amount of time off will be the same as that of a Full-time nurse with the equivalent employment time.

I-5 (a) Posting of hours of work and schedules for periods during prime time (defined as July 1 – August 31 inclusive) shall be posted one (1) month in advance of the start of the prime time period and shall cover the entire prime time period.

(b) Posting of hours of work and schedules for periods during prime time (defined as December 15th – January 15th inclusive) shall be posted November 15th and shall cover the entire prime time period.

I-6 When the Employer institutes a reduction of service in any department that affects staffing patterns, nurses in the affected department will be able to commonly share this time by utilizing remaining vacation days if they so desire.

I-7 Where there are extenuating circumstances, a nurse may request from the Chief Nursing Officer or designate the opportunity to carry over up to thirty-seven and one-half (37.5) hours of vacation to the next vacation year.

I-8 When additional shifts become available nurses on vacation will be offered the shifts

consistent with the scheduling and seniority provisions.

ARTICLE J - BULLETIN BOARD

J-1 The Employer shall provide a bulletin board at each site for the use of the Association.

ARTICLE K - ASSOCIATION LEAVE (BUSINESS)

K-1 The Employer, upon two (2) weeks' notice from the Association, may 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 two (2) at any one time. The total time of absence of all nurses granted under this clause shall not exceed an aggregate of forty-five (45) days in a calendar year. The Association will endeavour to provide as much notice as possible.

K-2 **LOCAL COORDINATOR LEAVE**

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

ARTICLE L - PAYROLL POLICIES

L-1 Pay cheques are to be issued through the bank of the employee's choice every second Thursday, covering the two (2) week period ending the preceding Saturday midnight. Deductions will be listed on the cheque stub.

L-2 Each nurse on pay day shall receive an electronic statement of earnings showing gross earnings, all deductions, net earnings, and vacation bank.

L-3 In the case of an error in the calculation of the employee's statement of earnings, the Employer shall, upon request of the nurse, provide the nurse with a deposit no later than three (3) working days following, providing the deposit is equivalent of one or more 7.5 hour tours.

L-4 The Employer will notify the nurse in advance of any pay adjustment exceeding 7.5 hours. Method for repayment of a payroll error shall be mutually agreed upon between the nurse and management.

ARTICLE M - SICK LEAVE

M-1 Except in extenuating circumstances a nurse must notify the supervisor on duty at least two (2) hours prior to the day shift and two (2) hours prior to the evening or night shift, if they are unable to report for work as scheduled.

Nurses who are on sick leave shall notify the supervisor on duty a minimum of twenty-four (24) hours prior to their intention to return to work.

M-2 The Employer will notify the Local Association in writing, quarterly, identifying the number of nurses who have been assaulted in the line of work. No confidential information will be released.

ARTICLE N - PRE-PAID LEAVE PLAN

N-1 The Employer agrees to approve the application of one (1) full-time and one (1) part-time nurse annually for the Pre-Paid Leave Plan in accordance with the conditions of the central Collective Agreement.

ARTICLE O - JOB SHARING

O-1 Full-Time

The Employer agrees to a job-sharing arrangement pursuant to Article 20.01 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. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and Management.
- (c) The above schedule shall conform with the scheduling provisions for full-time nurses.
- (d) Each job sharer may exchange shifts with his or her 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 paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- (f) Job sharers will be classified as Regular Part-time nurses.
- (g) Coverage:
 - i) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the 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.
 - ii) Vacation, 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 supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

Implementation

- (h) Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- (i) Any incumbent full-time nurse wishing to share his or her position, may do so without having his or her 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.
- (j) If one of the job-sharers leaves the arrangement, his or her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she or he is qualified. If the nurse does not continue full-time, the position must be posted in accordance with the Collective Agreement.

Discontinuation

Either party may discontinue the job-sharing arrangement with ninety (90) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE P – GENERAL

- P-1 The Employer will provide scrub uniforms in the O.R. The uniforms will remain the property of the Employer.
- P-2 The Employer will consider full-time nurses for temporary full-time vacancies in accordance with Article 10.07 (d).
- P-3 Notification to Unsuccessful Job Applicants.

The parties agree that any unsuccessful candidate for a ONA job positing will be notified, in writing, within two (2) week of the decision being made.

The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.
- P-4 The Employer will consider requests for reimbursement for damages incurred to the employee's personal property, such as eyeglasses, ripped uniforms, personal

clothing, as a result of an incident while performing his or her work, in accordance with its policy on Violence in the Workplace.

P-5 A part-time nurse shall be permitted to bank premium pay to which they are entitled in accordance with Article 14.09.

P-6 Parking

In the event the Employer implements paid parking they shall provide employees parking at the rate of twenty-five dollars (\$25.00) per month. This parking rate shall remain in place until June 30, 2019, following which employees shall pay the same rate as non-union and management employees.

P-7 ELECTRONIC GRIEVANCE FORMS

- (a) The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).
- (b) The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- (c) Electronic grievances may be sent, via e-mail, to the applicable Manager and copied to Human Resources or the identified designate.
- (d) The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- (e) The Union undertakes to get a copy of the electronic version signed by the grievor.
- (f) 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 - WORKPLACE SAFETY INSURANCE BOARD (W.S.I.B.) AND REINSTATEMENT

Q-1 (a) The Employer will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury or LTD.

The Employer will provide to the Union a monthly list of all bargaining unit members on modified work programs at the beginning of each month.

(b) When it has been medically determined that an employee is unable to return to his or her position due to a permanent disability, the Employer will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the local executive to discuss the circumstances surrounding the employee's return to suitable work.

All agreed upon suitable work arrangements shall be reduced to writing and signed by the employee, Union and Employer.

- (c) The Employer 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.

ARTICLE R - VIOLENCE IN THE WORKPLACE

- R-1 The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will make every reasonable effort to rectify the abusive situation.

- R-2 The parties agree that if incidents involving aggressive patient action occur, such action will be reduced and reviewed at the Joint Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

The parties further agree that suitable subjects for discussion at the Hospital-Association Committee will include aggressive patients.

- R-3 The Employer shall notify the Union within three (3) days of any employee who have been assaulted while performing her or his work. The assaulted employee may choose to have her or his name remain confidential. Such information shall be provided to the Association in writing as soon as possible. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.

ARTICLE S - RETURN TO WORK PROGRAM

- S-1 The Employer 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 Employer and to meeting the parties' responsibilities under the law.

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

Further, employees subject to a Modified Return to Work Program will have the opportunity to have a Union representative present when discussions occur with the Occupational Health Nurse concerning the establishment of their modified program. Management will also be given the opportunity to attend such meeting.

Employees subject to a permanent Workplace Accommodation will have the opportunity to have a Union representative present when discussions occur with the Occupational Health Nurse concerning their accommodation. Management will also be given the opportunity to attend such meeting.

ARTICLE T – PAID PROFESSIONAL LEAVE DAYS

T-1 Each nurse shall be entitled to up to one (1) paid professional development day per calendar year. The nurse shall provide the Employer with as much notice as is practicable to ensure that replacement staff are provided.

The nurse shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and any other expenses that will be paid by the Employer.

Additional requests can be submitted for consideration.

Any concerns arising from granting of such days shall be discussed under the professional development section of the ONA – Management Committee.

SIGNING PAGE

DATED AT _____, ONTARIO THIS ____ DAY OF _____, 2020.

FOR THE EMPLOYER

FOR THE UNION

“Ehren Bauldauf” _____

“Patricia Caldwell” _____
Labour Relations Officer

“Jennifer Stanton-Smith” _____

“Andrea Smith” _____

LETTER OF UNDERSTANDING

Between:

NORTH SHORE HEALTH NETWORK
(The "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(The "Union")

Re: Payment for Full-time Retiree Benefits

Full-time Bargaining Unit nurses who retire and wish to participate in the benefit plans outlined in Article 17.01 (h) will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process based on the individual members preference.

It is understood that any transaction would be dated the first of each and every month. The Employer will notify the employee of any changes to the benefit costs on an annual basis.

DATED AT _____, ONTARIO THIS ____ DAY OF _____, 2020.

FOR THE EMPLOYER

FOR THE UNION

"Ehren Bauldauf"

"Patricia Caldwell"
Labour Relations Officer

"Jennifer Stanton-Smith"

"Andrea Smith"

LETTER OF UNDERSTANDING

Between:

NORTH SHORE HEALTH NETWORK
(The "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(The "Union")

Re: Health and Safety Language

The undersigned and representatives of both the Employer and the Union agree to the following Health and Safety language (as attached):

1. Musculoskeletal Injury Prevention and Control;
2. Needle Stick and Sharps Injuries;
3. Early and Safe Return to Work.

This language will be reviewed by the Joint Health and Safety Committee.

Musculoskeletal Injury Prevention and Control

1. The Employer 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.
2. 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.
3. The review and revision shall be done more frequently than annually if,
 - (a) the Employer, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or
 - (b) there is a change in circumstances that may affect the health and safety of an employee.
4. The Employer 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.

Needle Stick and Sharps Injuries

1. The Employer, 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 and

the treatment of such injuries should they occur. The program should include and address employee training and education with respect to needle stick and 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 Employer in consultation with the Joint Health and Safety Committee.

Early and Safe Return to Work

The Employer and the Union both recognize their obligations in facilitating the early and safe return to work of disabled employees. The Employer and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.

1. A Return to Work Committee (RWC) will be established, at least one member of which will be a representative of the Union. The committee will meet at least once per month. The Union member will suffer no loss of regular earnings for attendance at such meetings. If the Union member is required to attend on their day off they will receive pay at straight time or time in lieu where possible for hours spent in return to work meetings. Such hours are invisible for the purpose of determining premium. The Employer will provide an updated list of information to the RWC before each monthly meeting including the following:
 - (a) Employees absent from work because of disability who are in receipt of Workplace Safety and Insurance Board benefits.
 - (b) Employees absent from work because of disability who are in receipt of Long Term Disability benefits including last day worked.
 - (c) Employees who required temporary or permanent accommodation in the workplace.
2. It is understood that it is the obligation of the disabled employee in receipt of short-term or long-term disability benefits to ensure the Health Network's Occupational Health Department is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.
3. The Occupational Health Department will discuss the needs of employees for accommodation as soon as possible with their respective manager or designate, and the Union will advise the RWC as soon as possible when return to their original position or unit has not occurred. The Occupational Health Department in consultation with the Union representative will examine opportunities for temporary accommodation until such time as an appropriate permanent accommodation is determined.
4. The Employer will advise the Union of offers permanent accommodation within or outside the bargaining unit.
5. The parties recognize that more than one employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the Employer will consider the skills, ability and experience of the employees and will also consider ability to acquire skills, seniority and path of least disruption in the workplace.
6. The committee will monitor the status of accommodated employees and the status of employees awaiting accommodation. The committee will review any circumstances where attempts to accommodate an employee have proven unsuccessful.
7. Before posting, the Human Resources Department will examine all potential vacancies to

determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to their home unit.

8. Where such vacancies are within the bargaining unit, the Employer will consult with the Union on the feasibility of an accommodation giving consideration to all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of patients and employees working in the unit.
9. Whether or not the parties agree to waive the posting procedure in order to facilitate an accommodation and whether or not the position is within the bargaining unit, the parties will sign an agreement containing the details of the accommodation. The parties may also agree to a written agreement for temporary accommodation of extended duration.
10. The home position of a nurse who needs permanent accommodation may be posted under the following circumstances:
 - (a) the employee 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 her original position in the foreseeable future
 - (c) the Employer may elect to fill the disabled employee's home position by posting a temporary to permanent vacancy
 - i) In so electing, the position will be filled in accordance with the job posting provisions of the Collective Agreement.
 - ii) If and when it is confirmed that the disabled employee cannot return to her original position, the position may be offered to the incumbent on a permanent basis.
 - iii) 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.
 - iv) Filling of a disabled employee's home position does not remove the Employer's duty to accommodate that employee.

DATED AT _____, ONTARIO THIS ____ DAY OF _____, 2020.

FOR THE EMPLOYER

FOR THE UNION

"Ehren Bauldauf"

"Patricia Caldwell"
Labour Relations Officer

"Jennifer Stanton-Smith"

"Andrea Smith"

LETTER OF UNDERSTANDING

Between:

NORTH SHORE HEALTH NETWORK
(The "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(The "Union")

Re: Chemotherapy Registered Nurse

Whereas the parties have agreed to the implementation of the position of Chemotherapy Registered Nurse, and the parties further agree that this position will work a combination of nine (9) hour and nine and one-half (9.5) hour tours. The parties agree to the following:

(a) Hours of Work

- i) There will be a combination of one (1) nine (9) hour tour and three (3) nine and one-half (9.5) hour tours in each week, from Monday to Friday. The nurse shall receive a minimum of thirty (30) minutes unpaid meal time in each shift.
- ii) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty (30) minutes.

(b) Paid Holidays

The nurse shall receive a day off with seven and one-half (7.5) hours pay for each holiday identified within the Collective Agreement.

(c) Vacations

Vacation entitlement for nurses on these tours shall be converted into hours as follows:

Current Week Entitlement	Equivalent Paid Hours
3	112.5
4	150.0
5	187.5
6	225.0
7	262.5

- (d) The following scheduling objectives contained in the Collective Agreement shall apply to the nurse working these tours as follows:

Scheduling Objectives

- i) Nurses shall not be scheduled to work more than four (4) consecutive tours. Should a nurse work more than four (4) consecutive tours, she shall be paid in accordance with Article 14.03 for all hours worked on the fifth (5th) and subsequent tours until time off is scheduled. It is recognized that overtime shifts offered in addition to the scheduled shifts would not be counted as a subsequent tour, as described herein.
- ii) At least fourteen and one-half (14.5) hours time off will be scheduled between tours.
- iii) Every weekend will be scheduled off unless otherwise agreed upon between the Employer and the individual nurse.

A nurse will receive premium pay in accordance with Article 14.03 for all hours worked on a weekend save and except where:

- A) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - B) such nurse has submitted in advance to the Unit Manager a request for weekend work and such request has prior approval of the Unit Manager. The request will also contain the duration of the weekend work; or
 - C) such weekend is worked as a result of an exchange of shifts with another nurse.
- iv) Master schedules will be posted in compliance with the existing terms of the Collective Agreement.
 - vi) A nurse must give the Employer in writing at least twenty-four (24) hours notice of intent to exchange a shift together with an undertaking signed by the nurse willing to accept such exchange. Such exchange in tours will not result in premium payment and is subject to the approval of the Health Centre.

DATED AT _____, ONTARIO THIS ____ DAY OF _____, 2020.

FOR THE EMPLOYER

FOR THE UNION

"Ehren Bauldauf"

"Patricia Caldwell"
Labour Relations Officer

"Jennifer Stanton-Smith"

"Andrea Smith"

LETTER OF UNDERSTANDING

Between:

NORTH SHORE HEALTH NETWORK
(The "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(The "Union")

Re: Nurse Practitioner

The parties agree to the following:

1. Nurse Practitioner positions in any of the Health Network's operations will be included in the bargaining unit in accordance with Article A-1;
2.
 - (a) Nurse Practitioner/R.N.E.C. will be compensated on the basis of one thousand nine hundred and fifty (1,950) hours in a calendar year. A normal workweek shall consist of thirty-seven and one half (37.5) hours.
 - (b) Due to the nature of the work of the Nurse Practitioner/R.N.E.C. there will be flexible scheduling of hours in accordance with his/her patient load. The Nurse Practitioner/R.N.E.C. will adjust his/her schedule to compensate for the variations in that load. Any need for overtime compensation or any self-scheduling that would result in an additional cost to the Employer will be discussed with his/her manager prior to it being incurred.
 - (c) Hours worked in excess of one thousand nine hundred and fifty hours (1,950) hours will be taken as time in lieu at the rate of time and one half, at a time mutually agreeable to the Nurse Practitioner/R.N.E.C. and his/her manager. The Nurse Practitioner/R.N.E.C. and his/her manager will review the hours of work on a quarterly basis to monitor compliance. Should a Nurse Practitioner/R.N.E.C. be unable, due to patient care responsibilities, to utilize time in lieu, arrangements will be made with the manager to address this situation. This may include the payout of time in lieu bank at the appropriate rate.
3. The Employer will begin deducting dues in accordance with Article 5 upon the signing of this agreement for all RN with extended class.

Whereas, a Nurse Practitioner has been employed at the North Shore Health Network prior to the following agreement, Ms. Agnihotri, Registered Nurse – Extended Class, will have her terms and conditions of employment captured in the minutes of settlement for Grievance 07-01.

DATED AT _____, ONTARIO THIS ____ DAY OF _____, 2020.

FOR THE EMPLOYER

FOR THE UNION

"Ehren Bauldauf"

"Patricia Caldwell"
Labour Relations Officer

"Jennifer Stanton-Smith"

"Andrea Smith"

LETTER OF UNDERSTANDING

Between:

NORTH SHORE HEALTH NETWORK
(The "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(The "Union")

Re: Application of Educational Bonus – Blind River Superior Condition

The application of the Educational Bonus referenced in the Blind River Superior Conditions shall be applied in the following manner:

1. The Employer will pay the educational bonus for the baccalaureate degree referenced in Appendix 4 to all nurses who have a Baccalaureate Degree in Nursing.
2. Full-Time nurses shall be paid the monthly amount, and Part-Time and Casual nurses shall be paid the daily amounts referenced in Appendix 4. Under no circumstance shall a Part-Time or Casual nurse exceed the monthly amount of the bonus.
3. Nurses shall be limited to receiving payment for only one educational bonus, whichever bonus is greater.

DATED AT _____, ONTARIO THIS ____ DAY OF _____, 2020.

FOR THE EMPLOYER

FOR THE UNION

"Ehren Bauldauf"

"Patricia Caldwell"
Labour Relations Officer

"Jennifer Stanton-Smith"

"Andrea Smith"

LETTER OF UNDERSTANDING

Between:

NORTH SHORE HEALTH NETWORK
(The "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(The "Union")

Re: Thessalon and Matthews Sites – Posting of Schedules

Whereas the parties have agreed to an alternative posting process for the Thessalon and Matthews sites the parties hereby agree to the following:

1. The schedules for Thessalon and Matthews shall be an eight (8) week schedule posted two (2) weeks in advance.

DATED AT _____, ONTARIO THIS ____ DAY OF _____, 2020.

FOR THE EMPLOYER

FOR THE UNION

“Ehren Bauldauf”

“Patricia Caldwell”

Labour Relations Officer

“Jennifer Stanton-Smith”

“Andrea Smith”

LETTER OF UNDERSTANDING

Between:

NORTH SHORE HEALTH NETWORK
(The "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(The "Union")

Re: Multiple Sites

The parties agree that the Employer may offer employees shifts at other sites of the North Shore Health Network, subject to the following:

1. Shifts will only be offered to employees at other sites after every opportunity to staff the shifts using employees at that site have been exhausted. For clarity, such offers will not be made only as a means to avoid premium payment for employees at the site.
2. Shifts will be offered to employees at other sites by seniority, using established call-in procedures.
3. Prior to any employee being permitted to work at a site other than their home site, the Employer must certify in their discretion that the employee is oriented and competent to work at the other site.
4. Employees at other sites that are offered the shifts will have the opportunity to accept or decline the offered shifts.
5. Any employee accepting work at another site will not be compensated for mileage or for time spent travelling to the other site.

The parties further agree that this letter of understanding will be reviewed by the parties regularly at Hospital-Association Committee meetings, and may be amended upon mutual agreement of the parties.

DATED AT _____, ONTARIO THIS ____ DAY OF _____, 2020.

FOR THE EMPLOYER

FOR THE UNION

"Ehren Bauldauf"

"Patricia Caldwell"
Labour Relations Officer

"Jennifer Stanton-Smith"

"Andrea Smith"

LETTER OF UNDERSTANDING

Between:

NORTH SHORE HEALTH NETWORK
(The "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(The "Union")

Re: Multi-site Scheduling Committee

The parties agree to form a scheduling committee during the term of this agreement to review multi-site scheduling practices and staffing issues.

1. The purpose of the committee includes investigating, recommending and developing proposed scheduling solutions to be trialed during the term of this agreement. Areas to be reviewed include, but are not limited to, the current Letter of Understanding (LOU) re: Multiple sites, multi-site postings and multi-site call in processes.
2. The committee shall be composed of three (3) Employer representatives and three (3) Ontario Nurses' Association (ONA) representative (one nurse from each site, one of which will be the bargaining unit president). The ONA representatives will be paid to attend working group meetings in accordance with the Collective Agreement.
3. Where practical the committee will endeavor to provide recommendations for trials which comply with the existing Collective Agreement language. Where this is not practical the parties are authorized to recommend trials which deviate from existing language, but the best efforts of the parties will be made such that any deviation from existing language can be minimized.
4. Any trial recommended by the committee shall be agreed to in writing in a Letter of Understanding which will include all pertinent details, including the time frame for the trial period. Any such agreement is subject to agreement by and must be signed by, the ONA Labour Relations Officer.
5. This agreement is without prejudice or precedent to any other matter between the parties.
6. This agreement shall cease upon the expiry of the 2018-2020 Local Collective Agreement.

DATED AT _____, ONTARIO THIS ____ DAY OF _____, 2020.

FOR THE EMPLOYER

FOR THE UNION

"Ehren Bauldauf"

"Patricia Caldwell"
Labour Relations Officer

"Jennifer Stanton-Smith"

"Andrea Smith"
