

## **COLLECTIVE AGREEMENT**

Between:

**NORTHUMBERLAND HILLS HOSPITAL**  
[hereinafter referred to as the "Hospital"]

And:

**ONTARIO NURSES' ASSOCIATION**  
[hereinafter referred to as the "Union"]

Expiry: **March 31, 2025**

**APPENDIX 3 SALARY SCHEDULE**  
**APPENDIX 4 SUPERIOR CONDITIONS**  
**APPENDIX 5 LOCAL PROVISIONS**  
**to the**  
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**APPENDIX "3"**

**SALARY SCHEDULES**

**NORTHUMBERLAND HILLS HOSPITAL**

**REGISTERED NURSE/TEMPORARY CLASS CERTIFICATE OF REGISTRATION**

	<b>Effective <u>April 1, 2023</u></b>	<b>Effective <u>April 1, 2024</u></b>
Start	\$37.93	\$39.07
1 Year	\$38.88	\$40.05
2 Years	\$39.86	\$41.06
3 Years	\$41.65	\$42.90
4 Years	\$43.52	\$44.83
5 Years	\$45.70	\$47.07
6 Years	\$47.98	\$49.42
7 Years	\$50.38	\$51.89
8 Years	\$54.37	\$56.00

**CLINICAL RESOURCE NURSE/CLINICAL NURSE EDUCATOR/GEM WITHOUT  
MASTER'S/TEAM LEADER**

	<b>Effective <u>April 1, 2023</u></b>	<b>Effective <u>April 1, 2024</u></b>
Start	\$41.93	\$43.19
1 Year	\$42.88	\$44.17
2 Years	\$43.86	\$45.18
3 Years	\$45.65	\$47.02
4 Years	\$47.52	\$48.95
5 Years	\$49.70	\$51.19
6 Years	\$51.98	\$53.54
7 Years	\$54.38	\$56.01
8 Years	\$58.37	\$60.12

**CLINICAL NURSE SPECIALIST/GEM NURSE/PROFESSIONAL PRACTICE LEADER**

	<b><u>Effective April 1, 2023</u></b>	<b><u>Effective April 1, 2024</u></b>
Start	\$42.43	\$43.70
1 Year	\$43.38	\$44.68
2 Years	\$44.36	\$45.69
3 Years	\$46.15	\$47.53
4 Years	\$48.02	\$49.46
5 Years	\$50.20	\$51.71
6 Years	\$52.48	\$54.05
7 Years	\$54.88	\$56.53
8 Years	\$58.87	\$60.64

**NURSE PRACTITIONER**

	<b><u>Effective April 1, 2023</u></b>	<b><u>Effective April 1, 2024</u></b>
Start	\$62.21	\$64.08
1 Year	\$64.61	\$66.55
2 Years	\$66.54	\$68.54
3 Years	\$67.69	\$69.72
4 Years	\$68.94	\$71.01
5 Years	\$70.07	\$72.17
6 Years	\$71.16	\$73.29
7 Years	\$72.62	\$74.80
8 Years	\$75.05	\$77.30

## APPENDIX "4"

### SUPERIOR CONDITIONS

[See note Article 5]

The Hospital shall deduct from the second [2nd] pay period of each month from the pay due to each employee who is covered by this Agreement, a sum equal to the monthly Association dues of each employee. The Association shall notify the Hospital in writing of any changes in the amount of such dues. The Hospital shall send to the Ontario Nurse' Association monthly, by the fifteenth (15th) of the month following, its cheque for the dues so deducted, along with the list of the names of the employees and the amount of such deduction for each employee. Each list shall show the Social Insurance Number of each employee and all other changes in status which affect dues deductions or the rate of dues deducted.

### EDUCATION ALLOWANCE

[see Article 19.09]

As of the day of ratification, where the Hospital considers that additional education preparation is required for a job then such preparation shall be paid for according to the following scale:

Special Courses and/or Nursing Unit  
Administration      \$15.00 per month

Bachelor of Science Degree (Nursing) \$80.00 per month

An employee, who is able to make claim for more than one (1) allowance, shall be entitled to the highest allowance only. There is no pyramiding of allowances.

In the calculation of an employee's basic rate of pay, the above additional allowance shall not be taken into account.

Certificate courses in nursing from a Community College will be recognized by the Hospital at the number of hours assigned by the College.

Courses outside a certificate program will be honoured if one hundred and twenty (120) hours of progressive courses have been obtained, with topics on a related concept of an increasing knowledge level, (i.e. not first level OBS, first level Emergency, and first level coronary care, unless the employee works in more than one area).

For example, in the case of obstetrics, it could be made up of several levels of fetal monitoring, newborn care, emergency deliveries, documentation courses etc. All courses must be accredited programs. Employees will be awarded the number of contact hours provided by the teaching company.

The employee is responsible for providing the documentation to qualify for this allowance. The education allowance will be paid annually in December of each year.

For purposes of claims for past related education, the Cobourg employees with the same classifications working in the same units will receive the same allowance if same or similar required education has been obtained.

All claims must be presented within two (2) months of ratification.

Proof of 7.5 hours of education annually is required to maintain this benefit.

No new employee hired after January 31, 1997 is entitled to this education allowance.

(SICK LEAVE PLAN 1978-80 Collective Agreement)

## **ARTICLE 15 – SICK LEAVE PROVISIONS**

### 15.01 Sick Leave Defined

- (a) Sick leave means the period of time a full-time employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under The Workers' Compensation Act.
- (b) The provisions of Hospital paid sick leave wherein provided by Article 15 shall apply only to full- time employees.

### 15.02 Amount of Sick Leave

Sick leave shall be earned by employees on the basis of one and one-half (1 ½) days for every month of service. While an employee will accrue sick bank benefits during her probationary period, usage of these credits shall be restricted to the period following completion of probation. An employee shall be entitled to an accrual of all the unused portion of sick leave to a maximum of one hundred and thirty-eight (138) days.

15.03 A record of all unused sick leave will be kept by the Hospital. Immediately upon the close of each calendar year, each employee shall receive from the Hospital a statement showing the amount of sick leave accumulated during her accumulated period of employment.

15.04 Employees may receive sick leave benefits for the full term of each illness, from the first [1st] day of each illness.

15.05 An employee having accrued sick leave to her credit shall on severance of employment, be entitled to receive an amount equivalent to fifty percent (50%) of all unused credits, at the rate of pay applicable on severance of

employment. Such payment to be made in all instances save and except on discharge for just cause. [Port Hope Only].

- 15.06 An employee shall be required to produce a certificate from a qualified medical practitioner for any illness certifying that such employee is unable to carry out her duties due to illness providing that the employee was previously notified by the Hospital that in the future when abuse is suspected, the certificate will be required.
- 15.07 Employees absent on account of sickness must, and as soon as possible, notify the Hospital and in particular before the commencement of their working hours, in order to permit the Hospital to obtain a replacement. Employees failing to report as herein provided will be treated as absent without leave unless excused by the Hospital.
- 15.08 Where an employee wrongfully claims sick pay such abuse shall be dealt with by the Hospital.
- 15.09 Employees who are receiving Workers' Compensation Board payments may utilize sick leave credits to make up the difference between their basic rate of pay and the benefits payable by the Workers' Compensation Board.
- 15.10 An employee who returns to full-time service from part-time service shall have reinstated any sick leave credits accumulated during previous full-time service, provided that her employment with the Hospital has remained unbroken since the time of full-time service.
- 15.11 If an employee is sick for less than one-half ( $\frac{1}{2}$ ) day, no deductions shall be made from her accumulated sick leave. If an employee is sick for more than one-half ( $\frac{1}{2}$ ) day but less than one (1) full day, one-half ( $\frac{1}{2}$ ) day shall be deducted from her accumulated sick leave.



**APPENDIX "5"**

**LOCAL ISSUES**

Between:

**NORTHUMBERLAND HILLS HOSPITAL**  
(hereinafter referred to as the "Hospital")

And:

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

Expiry: **March 31, 2025**

**APPENDIX 5****LOCAL PROVISIONS****ARTICLE A – RECOGNITION**

- A.1 The Hospital recognizes the Association as the sole and exclusive bargaining agent of all Registered and Temporary Class Certificate of Registration Nurses employed by the Northumberland Hills Hospital, save and except Nurse Managers and those above the rank of Nurse Manager.

**ARTICLE B – MANAGEMENT FUNCTIONS**

- B.1 The Association recognizes that the management of the operations of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:

- (a) Maintain order, discipline and quality patient care;
- (b) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline employees, provided that a claim of discriminatory promotion, demotion, transfer or layoff, or a claim of discharge, suspension or discipline without just cause, or a violation of the provisions of this agreement may be the subject of a grievance and dealt with as hereinafter provided;
- (c) Determine, in the interest of efficient operation and highest standard of quality patient care and service, job rating or classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service;
- (d) Determine the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith;
- (e) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees and the regulations to be observed by the employees shall not be inconsistent with the provisions of this Agreement.

These rights shall be exercised in a manner consistent with quality patient care and with the provisions of this Agreement.

- B.2 No employee shall be required or permitted to make any written or verbal agreement with the Hospital or its representatives which may conflict with the terms of this Agreement.

## **ARTICLE C – ASSOCIATION REPRESENTATION**

### C.1 Hospital-Association Committee

The composition of the Committee shall consist of five (5) employees and the number of the Hospital's representatives on the Committee shall not exceed the number of Association representatives. Each party may have alternates to replace a member from time to time.

### C.2 Negotiating Committee

This Committee shall be composed of five (5) employees.

### C.3 Grievance Committee

This Committee shall be composed of three (3) employees.

The Association agrees to representation from different areas.

### C.4 Union Representatives

There shall be six (6) identified union representatives, whenever possible, available to support on union duties as delegated by the Bargaining Unit President.

The Association agrees to representation from different areas.

### C.5 Association Interview

The Association interview as provided for in Article 5.06 shall be scheduled during the orientation period for a period of approximately twenty (20) minutes.

### C.6 Scheduling Committee

The parties will establish a joint scheduling committee composed of four (4) ONA members (one of which will be the Bargaining Unit President) and an equal number of representatives from the Hospital. This Committee shall meet every other month, as necessary or at the call of either co-chair to discuss scheduling issues. Each party may have alternates to replace members, as required.

The Association agrees to representation from different areas.

- C.7 Based on operational needs, the employer shall endeavor to create a

mutually agreeable schedule, if applicable, to support the Bargaining Unit President in the fulfilment of their responsibilities.

The Employer will pay the Bargaining Unit President two (2) shifts per 4-week period at their straight time rate. Such days will be pre-scheduled and will be utilized for but not restricted to meeting with the employer and with members.

Should the Bargaining Unit President be required to attend meetings outside this time or outside her scheduled days of work, they shall be paid for such time as per Article 6.

It is understood that the Bargaining Unit President has their regular duties to perform for the hospital when scheduled to work but also serves as a valuable resource in providing representation to members during meetings with the Employer. As such, every effort will be made to release from and provide replacement staff for such regular duties to attend meetings outside the above pre-scheduled union days.

#### C.8 Professional Development Committee

There shall be a committee which includes five (5) members of the bargaining unit as elected by membership or appointed by the Bargaining Unit President.

The Association agrees to representation from different areas of the hospital as well as part time and full time employees.

If mutually agreeable, the parties can schedule the Professional Development Committee's meeting to take place on the same dates as the Hospital Association Committee.

#### C.9 Upon written request to the Manager, of Human Resources, or designate, leave of absence for Association business will be granted pursuant to the following conditions:

- (a) At least seven (7) working days' notice will be given to the Hospital by the Bargaining Unit President;
- (b) Not more than five (5) employees, one of whom will be the President of the Local Association, shall be allowed such leave at any one time.
- (c) Leave of absence for Local Association business shall be given to an aggregate maximum of one hundred and twenty (120) days.

NOTE: The numbers referred to in #b and #c does not apply to ONA Provincial Committees.

## **ARTICLE D – SENIORITY AND JOB SECURITY**

- D.1 In accordance with Article 10.02 (d), seniority lists will be posted and filed electronically with the Bargaining Unit President in January and July of each year.
- D.2 An up-to-date seniority list will be utilized whenever a long-term layoff is taking place. The Local Association and Bargaining Unit President will be provided with an electronic copy of this seniority list.

## **ARTICLE E – HOURS OF WORK**

- E.1 An afternoon or night shift shall be any shift which commences or ends between 1530 and 0730 hours.
- E.2 An employee will receive premium pay as provided for in Article 14.03 for all hours worked on a third and additional, if any, consecutive and subsequent weekends, save and except where:
- (a) such weekend has been worked by the employee to satisfy specific days off requested by such employee, or
  - (b) such employee has requested weekend work, or
  - (c) such weekend is worked as the result of an exchange of shift with another employee.
  - (d)
    - i) For the purposes of scheduling, a weekend off shall consist of 56 consecutive hours off work between 2330 Friday and 0730 Monday, unless otherwise agreed between the employee and manager.
    - ii) For further clarity, for the purposes of scheduling, a weekend worked shall consist of hours of work between 2330 Friday and 0730 Monday.
- E.3 There shall be one (1) meal period and two (2) rest periods scheduled during each tour in accordance with the present practice. The duration of these periods as provided for in Article 13.02(b).

## **ARTICLE F – PAID HOLIDAYS**

- F.1 The Employer agrees to recognize the following paid holidays:

New Year's Day	Civic Holiday
Family Day (3 <sup>rd</sup> Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Second Monday in November

Victoria Day  
Canada Day (July 1<sup>st</sup>)

Christmas Day  
Boxing Day

- F.2 A shift that begins or ends during the twenty-four (24) hour period of the above holidays, where the major portion of time worked falls within the holiday, it shall be deemed to be work performed on the holiday for the full period of the shift.
- F.3 When an employee is scheduled off on a weekend preceded or followed by a paid holiday, the Hospital shall endeavour to schedule them off the Friday or Monday paid holiday in conjunction with the weekend.
- When an employee is scheduled to work on a weekend followed or preceded by a paid holiday, the Hospital shall endeavour to schedule them to work the paid holiday.
- F.4 When a paid holiday occurs within the employee's vacation period, a lieu day will be scheduled off at a time as mutually agreed between the employee and the Hospital.
- F.5 When an employee is entitled to a lieu day if any, such day will be scheduled off at a time as mutually agreed between the employee and the Hospital. Employees shall endeavour to utilize full shifts of lieu time prior to March 31 of each year. [Full-Time only]
- F.6 For lieu day off requests, employees will be notified in writing, prior to the schedule being posted, within two (2) weeks of submission whether or not a lieu day off request has been approved.

## **ARTICLE G – SCHEDULING**

### G.1 General

- (a) Schedules will be posted no less than four (4) weeks in advance, and shall cover a four (4) week period. At the time of posting the Employer will endeavour to have all shifts covered.
- (b) The Hospital shall schedule every other weekend off.
- (c) No split shifts.
- (d) Once the schedule is posted, employees may trade days off or tours provided their requests are signed by both employees and submitted in writing to their manager and approved prior to the requested date.

Whenever a nurse is unable to work a scheduled shift and is unable to trade the shift, they must find their own replacement using the seniority list. This change must be signed by both employees and

submitted to the manager. If less than five (5) days' notice, the nurse needs to speak directly to their manager or the designated manager.

- (e) The Hospital will not unreasonably refuse to implement schedules developed by the Scheduling Committee provided that it does not result in additional cost to the Hospital. Master schedules reviewed and agreed upon by the Scheduling Committee shall be deemed to be compliant with the terms and conditions of the collective agreement.
- (f)
  - i) For the purposes of scheduling, a weekend off shall consist of 56 consecutive hours off work between 2330 Friday to 0730 Monday, unless otherwise agreed between the employee and manager.
  - ii) For further clarity, for the purposes of scheduling, a weekend worked shall consist of hours of work between 2330 Friday and 0730 Monday.
- (g) The Summer schedules will be provided to the scheduling committee for review two (2) weeks in advance of being posted.

Changes to the master rotation must be approved by the Scheduling Committee.

Where a master rotation schedule is changed individual schedule rotations will be awarded on the basis of seniority.

- (h)
  - i) Forty-eight (48) consecutive hours off shall be scheduled following a night tour. [Full-Time only]
  - ii) Part-time shall not be required to work shift changes from night shift to day shift, with less than forty-eight (48) hours between, more than 2 times per four (4) week scheduling period. For clarity, this is applicable only to pre-scheduled shifts.
- (i) Not less than fifty percent (50%) of scheduled work shall be on the day tour unless otherwise agreed between the employee and the manager.
- (j) As set out in Article 14.04, the Hospital will pay the employees at changeover in daylight saving time for actual hours worked at straight time on that tour of duty.
- (k) For scheduling purposes, the Day tour will be deemed to be the first tour of the day.

## G.2 Regular (7.5 hr) Tours

- (a) An employee shall not be scheduled for more than six (6) consecutive days of work, except when specifically requested by the employee. An employee shall be paid premium rate for the seventh (7<sup>th</sup>) and subsequent consecutive days of work until a day off is granted.
- (b) An employee shall have at least sixteen (16) hours off between scheduled shifts, if not an employee shall be paid premium pay for all hours worked up to the sixteenth (16<sup>th</sup>) hour unless otherwise mutually agreed.
- (c) An employee who requests permanent afternoon or permanent night shifts shall be granted such request. Where several employees request such permanent placement and it is practicable for the Hospital to honour some but not all requests, then the seniority rule shall apply. The Hospital reserves the right to transfer the employee to ten (10) day shifts annually.
- (d) The Hospital will schedule full-time nurses so that they will rotate through either days and evenings or days and nights. Part-time nurses may elect to rotate on all three (3) tours.
- (e) Employees will receive two (2) in four (4) weekends off. An employee will receive premium pay, as defined in Article 14 for all hours worked on a third consecutive and all subsequent consecutive weekends worked, save and except where:
  - i) Such a weekend has been worked by an employee to satisfy specific days off requested by such employee; or
  - ii) Such employee has requested weekend work; or
  - iii) Such weekend is worked as a result of an exchange of shifts with another employee.

The Hospital shall not cancel the pre-booked weekend tours on a third (3<sup>rd</sup>) weekend that becomes a premium pay weekend as a result of coming in on previously scheduled weekend off. This does not preclude the hospital from cancelling tours according to seniority resulting from a decrease in the staffing requirements.

It is agreed that an employee's indication of availability for additional shifts under this provision does not waive the employee's right to premium payment that may be applicable unless a written request for weekend work has been provided for the employer.



### G.3 Extended Tours/Continental Schedule

- (a) With the approval of the Association, extended tours may be instituted by the Hospital when eighty (80%) percent of the employees in a particular unit have so indicated by secret ballot.

For purposes of extended tour new schedule development, the employees listed in Appendix B are exempt from extended tours unless otherwise mutually agreed.

- (b) When extended tours are to be implemented they shall be introduced on a trial basis for a period of at least six (6) months.
- (c) Extended tours may be discontinued at any time after the expiry of the initial trial period by the Hospital or if at least eighty percent (80%) of the full-time employees involved indicate by secret ballot vote that they no longer wish to work extended tours.
- (d) An employee shall not be required to work more than three (3) consecutive tours, unless otherwise mutually agreed. An employee shall be paid a premium rate of pay, as per Article 14 of the Central document, for a fourth (4<sup>th</sup>) subsequent and consecutive day of work until a day off is granted.
- (e) Where a combination of extended tours and normal tours exist in the same unit, employees shall be granted a minimum of every second [2<sup>nd</sup>] weekend off, which shall consist of fifty-six (56) consecutive hours off.
- (f) Employees who work extended tours will have a minimum of every second [2<sup>nd</sup>] weekend off. Where employees work extended tours on a schedule where they are off every [2<sup>nd</sup>] second weekend, these weekends off will consist of a minimum of three (3) consecutive days off. Note that for the purposes of the above article, extended tours refer to twelve (12) hour tours only.

An employee working extended tours shall receive premium payment as defined in the Central Agreement for all hours worked on a third and subsequent weekend save and except where:

- i) Such weekend has been worked to satisfy specific days off requested by such employee; or
- ii) Such employee has requested weekend work; or
- iii) Such weekend is worked as the result of an exchange of shifts with another employee.
- (g) A weekend for employees working extended tours must commence no later than 1930 hours on Friday.

(h) Scheduling Objectives

- i) It is understood that extended tours are as defined in the Central Collective Agreement.
- ii) At least one (1) extended tour off will be scheduled between shifts.
- iii) Schedules will be posted no less than four (4) weeks in advance for a four (4) week period. The schedule covering the Christmas and New Year period shall be posted by November 7<sup>th</sup>.
- iv) Once the schedule is posted, employees may trade days off or tours provided their requests are signed by both employees and submitted in writing a minimum of ten (10) days prior to the time requested off to their manager and approved prior to the requested date. The manager will respond within five (5) days prior to the requested day off.
- v) Whenever a nurse is unable to work a scheduled shift and is unable to trade the shift and the nurse wants to give the shift away, they must find their own replacement and this change must be signed by both employees and submitted to the manager. The manager will endeavour to respond within five (5) days of receiving such request.
- vi) There shall be a minimum of forty-eight (48) consecutive hours off on a tour change from the night tour for full-time employees, unless mutually agreed otherwise.
- vii) The Hospital will not schedule split shifts.
- viii) Employees shall not be required to work more than two (2) shift changes in a seven (7) day period. [Full-Time only]
- ix) An employee working extended tours shall receive premium payment as defined in the Central Agreement for all hours worked on a third [3rd] and subsequent weekend save and except where:
  - A) Such weekend has been worked to satisfy specific days off requested by such employee; or
  - B) Such employee has requested weekend work; or
  - C) Such weekend is worked as the result of an exchange of shifts with another employee.

#### G.4 2D/2N Schedules

- (a) When the Hospital and the Union agree, the 2D2N schedule may be instituted when eighty (80%) percent of the full time and regular part time employees who work extended hours on a particular nursing unit have so indicated by secret ballot. For employees who indicate to their Unit Manager that they do not wish to work extended tours, the Hospital will endeavour to schedule these nurses on a normal shift rotation.
- (b) The Hospital shall make space available to the Scheduling Committee in order to permit the Scheduling Committee to conduct the vote referred to in (a).
- (c) At any meeting with the Employer to discuss the 2D2N schedule, the Bargaining Unit President and/or designate must be in attendance.
- (d) The 2D2N schedule may be discontinued in any unit when:
  - i) eighty (80%) percent of the nurses in a unit so indicate by secret ballot; or
  - ii) the Hospital decides to do so because of:
    - A) adverse effects on patient care, or
    - B) inability to provide a workable staffing schedule, or
    - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the 2D2N schedule;
  - iii) When notice of discontinuance is given by either party:
    - A) the parties shall meet within four (4) weeks of providing written notice to review the request for discontinuance; and
    - B) where it is determined that the 2D2N schedules will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended;
  - iv) The Scheduling Committee will inform the employer of the results of the secret ballot within seven (7) days.
- (e) The scheduling provisions contained in Article G.9 in its entirety are applicable save and except for the following:
  - i) 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 a premium pay for the fifth (5<sup>th</sup>) consecutive and subsequent day until a day off is scheduled.

- ii) Once the scheduling template is established and weekends are pre-established any change to a full-time employees' weekend will be paid at premium save an except where:
  - A) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
  - B) Such employee has requested weekend work; or
  - C) Such weekend is worked as the result of an exchange of shifts with another employee.

The part-time shall follow the current language in Article E.2.

- iii) The parties agree that additional hours are required to be added to the 2D2N schedule in order for full time nurses to fulfil the 1950 hour annual requirement. It is understood that these hours shall not incur premium pay or be scheduled on a weekend and, or Statutory Holidays.
- (f) Any scheduling concerns or issues shall be brought to the attention of the manager first. The Scheduling Committee will address any unresolved concerns. Should these issues not be resolved in a timely manner then the matter may be referred to the grievance process in the collective agreement for resolution.

#### G.5 Ten (10hr) Hour Tours

- (a) With the approval of the Association, extended tours may be instituted by the Hospital when eighty percent (80%) of the employees in a particular unit have so indicated by secret ballot.

For purposes of extended tour new schedule development, the employees listed in Appendix B are exempt from extended tours unless otherwise mutually agreed.

- (b) When extended tours are to be implemented they shall be introduced on a trial basis for a period of at least six (6) months.
- (c) Extended tours may be discontinued at any time after the expiry of the initial trial period by the Hospital or if at least eighty percent (80%) of the full-time employees involved indicate by secret ballot vote that they no longer wish to work extended tours.

For employees working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period,

exclusive of a total of thirty-seven and one-half (37½) minutes unpaid meal time.

- (d) Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37½) minutes.
- (e) Employees will have a period of twelve (12) consecutive hours off between scheduled shifts.
- (f) Nurses who work schedules where 7.5 hour shifts and 9.375 hour shifts are combined shall not work consecutive shifts of more than:
  - i) Two (2) – 9.375 hour shifts and two (2) 7.5 hour shifts,
  - ii) Three (3) – 7.5 hour shifts and one (1) 9.375 shift,
  - iii) Three (3) – 9.375 hour shifts and one (1) 7.5 hour shift,
  - iv) Four (4) – 9.375 hour shifts

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

- (g) i) Full-Time Only

The Hospital will schedule employees off either two (2) out of four (4) weekends or every other weekend depending on the unit schedule. However, an employee will receive, as per Article 14.03, premium payment for all hours worked on a third (3<sup>rd</sup>) consecutive and subsequent weekend, save and except where:

- A) such weekend has been worked by the employee to satisfy specific days off required by such employee; or
- B) such weekend is worked as a result of an exchange of tours with another employee.

For the purpose of this section, a weekend shall be defined as any period of at least fifty-six (56) consecutive hours off work that includes Saturday and Sunday and commences no later than the completion of the Friday day.

For the purposes of scheduling, a weekend off shall consist of 56 consecutive hours off work between 2330 Friday to 0730 Monday, unless otherwise agreed between the employee and manager.

Cancellation of the tour without proper notice, per Article 14.12, by the Hospital will entitle the employee to premium pay as per Article 14.03.

ii) Part-time Only

The Hospital will schedule employees off at least two (2) out of four (4) weekends in the scheduling period. The Hospital will not schedule an employee to work more than two (2) consecutive weekends regardless of scheduling period. However, an employee will receive, as per Article 14.03, premium payment for all hours worked on the third (3<sup>rd</sup>) consecutive and subsequent weekend, save and except where:

- A) such weekend has been worked by the employee to satisfy specific days off required by such employee; or
- B) such weekend is worked as a result of an exchange of tours with another employee; or
- C) such employee has requested weekend work only.

For the purpose of this section, a weekend shall be defined as any period of at least fifty-six (56) consecutive hours off work that includes Saturday and Sunday and commences no later than the completion of the Friday day.

For the purposes of scheduling, a weekend off shall consist of 56 consecutive hours off work between 2330 Friday to 0730 Monday, unless otherwise agreed between the employee and manager.

Cancellation of the tour without proper notice, per Article 14.12, by the Hospital will entitle the employee to premium pay as per Article 14.03.

(h) Discontinuance

Either party may discontinue the ten (10) hour tour arrangement with ninety (90) days written notice upon receipt of such information. A meeting will be held between the parties to discuss discontinuation of the practice.

G.6 Tours of Less than 7.5 hrs

- (a) The Hospital will notify the Local Association prior to initiating any tours of less than 7.5 hours. Such tours will be kept to a minimum, and the following language will apply.

- (b) Employees working shifts of five (5) hours or less shall receive a paid fifteen (15) minute break.

Employees working greater than five (5) hours and less than 7.5 hours shall receive in addition to the above, an unpaid thirty (30) minute meal break subject to 13:01.

- (c) No part-time employee will be scheduled solely on tours which are comprised of less than 7.5 hours in any pay period, except where such arrangements are requested by the employee.
- (d) Employees working tours comprised of less than 7.5 hours shall not be scheduled to work more than five (5) consecutive tours.

#### G.7 Part-Time Commitment, Scheduling, and Temporary Full Time

- (a) To work twelve (12) calendar months of the year.
- (b) To work at least two (2) shifts; three (3) if desired. (Days/evenings and nights). Fifty percent (50%) of these shifts shall be evenings or nights.
- (c) Regular part-time employees have a commitment of seventy-five (75) hours per four (4) week scheduling period.
- (d) In order to support the hospitals operational needs, nurses are requested to provide flexibility when submitting their availability.
- (e) To be available to work Christmas or New Year's on a rotational basis.
- (f) To be available to work fifty percent (50%) of the statutory holidays.
- (g) To be available to work fifty percent (50%) of the weekends.
- (h) The Employer agrees to schedule regular part-time employees according to their commitment in G.7 (c) above.
- (i) All regular part-time employees shall be pre-scheduled equitably by seniority prior to the time sheet being posted based on availability. Part time nurses who are not willing to be scheduled beyond their commitment shall request this when submitting their availability.
- (j) Where extra tours become available after the posting of the schedule, they will first [1st] be offered as per the employee's availability on the basis of seniority to regular part-time employees up to seventy-five hours bi-weekly provided that no employee will exceed their commitment as a result of being offered such extra tours where there are regular part-time employees who have not been offered their commitment of shifts. Where an additional tour is offered

and not accepted by the nurse, or where an employee has indicated that they are not available, the shift will count as a scheduled shift.

- (k) Where no regular part-time employee is willing to perform the available work, the tour will be offered to casual part-time employees on the basis of seniority.

In cases of employees on layoff the Central Agreement language will be implemented after (c).

(l) Scheduling a Combination of Extended and Regular Tours

For part time nurses working a combination of extended and regular tours, the extended tour rules shall apply (Article G.3 (h) (ii)).

An example of this includes:

When a regular part time or casual nurse is scheduled for two (2) twelve (12) hour day tours and an eight (8) hour day tour becomes available either before or after the schedule is posted, the nurse may be scheduled or called in for this tour without being paid premium.

(m) Part time Employees Working in Temporary Full time Vacancies

For the purposes of scheduling additional tours regular part time employees who fill temporary full time positions will follow the language as per the collective agreement for those schedules. For example: 2D/2N schedule does not incur premium pay for third and subsequent weekends or if a nurse works greater than 75 hours in two weeks.

For the purposes of scheduling additional tours regular part-time employees who fill temporary full-time positions will be deemed to be at the rate of one and one-half (1 ½) their straight time hourly rate of pay for any tour they are called in for, save and except:

- i) Such time has been worked to satisfy specific days off requested by such employees;
- ii) Such time is worked as a result of an exchange of shifts with another employee;
- iii) Such time is to make the hours equivalent to that of a full time position that they are fulfilling

G.8 Job Sharing

If the Hospital 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 sharers 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) job sharers and the Patient Care Manager of the Unit.
- (c) The above schedules shall conform with the scheduling provisions of the Collective Agreement.
- (d) 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 employee would be required to work.
- (e) Each job sharer may exchange shifts with their or his partner as well as other employees as provided by the Collective Agreement.
- (f) The employees involved in job sharing are entitled to all the terms of the part time collective agreement except those which are modified as follows:

Schedules will conform with Articles E and G of the Collective Agreement which set out scheduling.

- (g) Total hours worked by the job sharers shall equal one (1) full-time position. Job sharers will have the option of determining between themselves which partner will work on a scheduled tour. However, all scheduled tours must be covered. Such schedules will not be unilaterally imposed or changed by the Employer.
- (h) Employees will be granted at least five (5) consecutive days off over either Christmas or New Year's. When one or both job sharers work over Christmas, neither can be required to work over New Year's and vice versa unless mutually agreed otherwise. Should employees be assigned to work either Christmas or New Year's, they will be expected to work on at least six (6) consecutive days, if required, for normal tours and at least three (3) consecutive days for extended tours, if required. Where both job sharers request to work Christmas or New Year's and a conflict exists, then seniority shall be the deciding factor.
- (i) Coverage
  - i) It is expected that both job sharers will cover each other's incidental illnesses and vacation. If, because of unavoidable circumstances, one cannot cover the other, the Director 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. Job sharers shall be offered additional unscheduled tours only if they have made their availability known.

ii) Vacation, Pregnancy/Parental and other Leaves pursuant to Article 11 of the Central Agreement:

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence exceeding thirty (30) days, the remaining partner has the option of covering all of the absent partner's shifts for the duration of the absence. If the employee is unable to cover the entire leave of absence they must inform the manager of their intentions to cover all of the absent partner's shifts at least two (2) weeks prior to the posting of each schedule. If the employee cannot cover for their partner, the vacancy will be offered to the most senior regular part time employee. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

Implementation

- (j) 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.
- (k) An incumbent full time employee wishing to share their position, may do so without having their half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (l) If one of the job sharers leaves the arrangement their position will be posted. If there is no successful applicant to the position, the shared position must revert to a full time position and be posted as such. The remaining employee will have the option of continuing the full time position or reverting to their former position. If they do not continue full time, the position must be posted according to the collective agreement.
- (m) 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.

G.9 Weekend Worker

Either party may discontinue the weekend worker position 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.

G.10 Self Scheduling

Excluding weekend workers and full-time Team Leaders

- (a) With the approval of the Association, self-scheduling may be instituted by the Hospital when eighty (80%) percent of the part time or full time employees in a particular unit have so indicated by secret ballot.
- (b) Self Scheduling may be discontinued at any time after the expiry of the initial trial period by the Hospital or if at least eighty percent (80%) of the employees involved indicate by secret ballot vote that they no longer wish to work self-scheduling.
- (c) When notice of discontinuation is given by either party in accordance with above, then the parties shall:
  - i) meet within two (2) weeks of the giving of notice to review the request for the discontinuation; and
  - ii) where it is determined that the scheduling initiative will be discontinued, affected employees shall be given eight (8) weeks' notice before the scheduling initiative is discontinued or as otherwise agreed to by the Hospital and Association.
- (d) When Self-Scheduling is to be implemented it shall be introduced on a trial basis for a period of at least six (6) months. Self-scheduling will continue if at least 80% of all affected employees indicate by secret ballot they wish to continue.
- (e) When a unit adopts self-scheduling, all nurses (either full time or part time) on the unit will be required to participate.
- (f) Self-scheduling, including scheduling guidelines shall comply with all the provisions of the collective agreement in all respects.
- (g) The parties agree that they will discuss guidelines regarding self-scheduling prior to implementation of self-scheduling.

For the purposes of scheduling, a weekend off shall consist of 56 consecutive hours off work between 2330 Friday to 0730 Monday, unless otherwise agreed between the employee and manager.

## G.11 Standby

- (a)
  - i) The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on any unit.
  - ii) Scheduled standby assignments will be distributed equitably amongst the employees in any unit utilizing standby.
- (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.
- (c)
  - i) When a full-time or part-time employee is scheduled for standby on a weekend, they are considered to be working the weekend for the purpose of scheduling. This scheduling practice shall not result in premium pay for consecutive days.
  - ii) When a part-time employee is working a combination of weekend tours and standby on the same weekend, they will receive every second [2<sup>nd</sup>] weekend off.
- (d) Only in extenuating circumstances, the Hospital will make available appropriate sleeping room, i.e., a lounge for employees scheduled for standby.
- (e) Standby schedules will not be reassigned without consultation with the employee whose schedule is being changed.

For the purposes of scheduling, a weekend off shall consist of 56 consecutive hours off work between 2330 Friday to 0730 Monday, unless otherwise agreed between the employee and manager.

## G.12 Partial or Single Shift Reassignment Guidelines

When it is necessary to reassign staff from one (1) unit to another unit for a shift, the sequence below will be followed in all cases, provided the nurse has the appropriate skill set and subject to operational requirements of the sending and receiving units:

- (a) Voluntary basis
- (b) Agency
- (c) Float Pool by order of reverse seniority
- (d) Casual/regular part-time and temporary full-time nurses by order of reverse seniority
- (e) Full-time nurses by order of reverse seniority

The hospital will endeavour not to reassign nurses during their probationary period to units other than their assigned units.

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

### G.13

#### Christmas

By September 1st of each year, the Hospital shall post a notice that requests for time off at Christmas or New Year's period can be recorded on. At the same time all part time and casual nurses will submit their availability to work over Christmas and New Year's. This notice for requested time off shall be taken down by October 1st. The proposed Christmas schedule along with all requests for time off for current and previous year and status of holidays worked shall be sent to the scheduling committee no later than Oct 24<sup>th</sup>. The scheduling committee shall convene a meeting no later than October 31<sup>st</sup>. Once approved by the scheduling committee, the Director shall approve and post the schedule by November 7<sup>th</sup>. Employees who are required to work over either Christmas or New Year's shall rotate the holiday they are off from year to year.

Subject to operational requirements, the most senior employee shall be granted time off at both Christmas and New Year's, if they so wish. Such time off will be granted by seniority. If an employee is off both Christmas day and New Year's day, the Hospital is not required to schedule five (5) consecutive days off but rather five (5) days in total off for that period.

- (a) An employee will be scheduled off for not less than five (5) consecutive days at either Christmas or New Year's season except in areas which are not normally required to work weekends and statutory holidays.
- (b) Time off at Christmas shall include Christmas Eve, (December 24<sup>th</sup>), Christmas Day, (December 25<sup>th</sup>), and Boxing Day (December 26<sup>th</sup>), and time off at New Year's shall include New Year's Eve (December 31<sup>st</sup>), New Year's Day (January 1<sup>st</sup>). The Christmas period shall consist of the 72 hour period beginning at 0730 December 24<sup>th</sup> and ending at 0730 December 27<sup>th</sup> while the New Year's period shall consist of the 48 hour period beginning 0730 December 31<sup>st</sup> and ending on 0730 January 2<sup>nd</sup>.

For the purposes of scheduling, a weekend off shall consist of 56 consecutive hours off work between 2330 Friday to 0730 Monday, unless otherwise agreed between the employee and manager.

- (c) When an employee is scheduled to work over the Christmas or New Year's period, the Hospital will schedule their time consecutively.
- (d) Christmas Schedule

The period from December 20<sup>th</sup> to January 5<sup>th</sup>, shifts must be exchanged unless otherwise mutually agreed.

All employees shall receive at least five (5) consecutive days off or more at Christmas or New Year's, except in areas which normally are not scheduled to work on weekends or paid holidays.

Time off at Christmas shall include December 24<sup>th</sup>, 25<sup>th</sup>, and 26<sup>th</sup>. Time off at New Year's shall include December 31<sup>st</sup>, January 1<sup>st</sup>, unless mutually agreed otherwise.

Time worked at Christmas shall include December 24<sup>th</sup>, 25<sup>th</sup>, and 26<sup>th</sup>. Time worked at New Year's shall include December 31<sup>st</sup>, January 1<sup>st</sup>, unless mutually agreed otherwise.

By September 1<sup>st</sup> of each year, the Hospital shall post a notice that requests for time off at Christmas or New Year's period can be recorded on. At the same time all part time and casual nurses will submit their availability to work over Christmas and New Year's. This notice for requested time off shall be taken down by October 1<sup>st</sup>. The Christmas schedule shall be sent to the scheduling committee no later than October 21<sup>st</sup>. The scheduling committee shall convene a meeting no later than October 24<sup>th</sup>. Once approved by the scheduling committee, the Director shall approve and post the schedule by November 7<sup>th</sup>. Employees who are required to work over either Christmas or New Year's shall rotate the holiday they are off from year to year.

- (e) Subject to the operational requirements the most senior employee shall be granted the time off at both Christmas and New Year's, if they so wish. Such time off will be granted by seniority.

If an employee is off both Christmas day and New Year's day, the Hospital is not required to schedule five (5) consecutive days off but rather five (5) days in total off for that period.

- (f) An employee who is scheduled to work either Christmas or New Year's shall be permitted to request vacation prior to Christmas in conjunction with Christmas time off or following New Year's in conjunction with New Year's time off. Vacations may be granted between Christmas and New Year's, subject to operational requirements.

#### G.14 Nurse Practitioner/RNEC (Registered Nurse Extended Class)

- (a) The Hospital will ensure the Full-Time Nurse Practitioner/RNEC will be scheduled a minimum of one thousand nine hundred and fifty (1,950) hours in a calendar year.
- (b) The Nurse Practitioner/RNEC who works in excess of 75 hours biweekly shall have the option of electing payment at the applicable premium rate. Hours worked in excess of seventy-five (75) hours biweekly may also be taken as time in lieu at the rate of time and one

half, at a time mutually agreeable to the Nurse Practitioner/RNEC and their Manager, as per Article 14.09 of the Collective Agreement.

- (c) Where Nurse Practitioner/RNEC is engaged in Telephone consultation, while on Standby, the Hospital agrees to comply with Article 14.06 of the Central Agreement for any work performed when on telephone call-back subject to the following:
- 15 minutes minimum pay for a call received between 0700 hours and 2300 hours, and
  - 30 minutes minimum pay for a call received between 2300 hours and 0700 hours,
  - Payment will be per call, regardless of the nature or minimum duration of the call duration.
  - Any additional time spent on the call over and above the initial minimum time shall be compensated at the same rate but in minimum fifteen (15) minute increments.
  - The Nurse Practitioner will complete a record of calls on a form provided by the employer, outlining the length of the call and will also be considered as time worked.

#### G.15 Float Pool (Medicine and Critical Care)

The Float Pool is a standalone unit whose purpose is to provide short term temporary coverage on nursing units.

Utilization of the Float Pool Nurses is not intended to detract from the scheduling of part-time nurses.

The parties agree to the following:

- (a) The Collective Agreement shall apply to all aspects of the Float Pool Nurses.
- (b) Float Pool Nurses are “above” the Units/Program baseline staffing complement. Unit staff will be utilized first at the time of original posted schedule.
- (c) In the event of a long term lay off(s) on a specific unit, the parties will meet to discuss Float Pool positions and the impact this may have.

### **ARTICLE H – VACATIONS**

H.1 For purposes of vacation scheduling, the year is the period between anniversaries of an employee’s date of hire.

Vacation is earned during the previous year and taken during the present year. [See Letter of Understanding attached and Appendix “A”].

- H.2 An employee will be permitted to hold over any portion of unused vacation entitlement from one year to the next to a maximum of one-half (1/2) their entitlement following written request. Such request will not be unreasonably withheld. In special circumstances, additional hold over will not be unreasonably denied.
- H.3 Vacation may begin on any day of the week. An employee shall not request weekend only vacation whereby they will be unavailable for four consecutive weekends or more. Weekend vacation request will not be unreasonably withheld.
- H.4 Where practicable an employee may receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the Hospital.
- H.5 Vacation may be taken as separate days.
- H.6 For vacation requests outside of Christmas and Summer, the hospital will schedule vacations on as equitable a basis as possible. Where employees of the same classification and same unit have requested the same vacation dates and made this request within ten (10) days of each other, seniority shall apply in the case that the hospital cannot accommodate both requests. Otherwise, where there are no conflicting requests, these will be handled on a first come first serve basis.
- H.7 Vacation preference for vacation during June, July and August will be submitted by the employee to the Manager in writing, by March 30<sup>th</sup>. Once all first [1<sup>st</sup>] requests have been honoured, additional weeks may be added on a seniority basis. The vacation schedule will be posted by May 15<sup>th</sup> of each year.
- H.8 Part-time employees shall be paid their vacation pay on each pay cheque.
- H.9 Summer Vacation Procedure

The schedule including June 15 to the Wednesday following Labour Day (inclusive) will be considered prime time. Requests for summer vacation shall be posted no later than March 1<sup>st</sup>. All summer vacation requests must be submitted by March 30<sup>th</sup>. Availability from all part time and casual staff for June, July and August will also be submitted by March 30<sup>th</sup>.

For the purposes of this article a week is 7 consecutive days, Monday to Sunday. [Full-time only]

By March 30<sup>th</sup>, staff may initially request a maximum of two weeks' vacation during the summer prime time period and may indicate in order of their preference their 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> preferred vacation periods. If none of these preferences are able to be granted, the nurse will be advised as soon as reasonably possible, and before the scheduling committee meeting. The nurse will be given the option of selecting another preference, by seniority,



during the summer prime time period prior to the posting of the vacation schedule. It is the responsibility of the nurse to ensure the new selection is provided within 48 hours of being notified.

Employees may request up to 7 single vacation days off during summer prime time. It is understood that requests for “weeks” of vacation will take precedent over requests for single vacation days, however all reasonable effort shall be made to accommodate single day requests by seniority where possible. Once this process is complete, additional weeks, beyond the two weeks maximum, may be added on a seniority basis and where coverage allows.

The hospital will then develop a summer schedule identifying the number of vacant shifts that will result. All vacant shifts will be filled as per the collective agreement. Issues with summer schedules will be addressed through the scheduling committee.

The proposed Summer schedule along with all requests for time off for current and previous year shall be sent to the scheduling committee no later than one week prior to the scheduling committee meeting.

The scheduling committee will meet no later than May 1st or as otherwise mutually agreed. Once the schedule has been reviewed for violations by the scheduling committee, the Patient Care Manager will approve and post the schedule by May 15th.

The Hospital shall grant the employees first request based on seniority and operational requirements.

Twelve (12) hour shift replacement will be replaced by staff willing to work the twelve (12) hour shift. The shift shall not be divided into an eight (8) and a four (4) hour shift.

- H.10 For vacation requested outside of Christmas and Summer, employees will be notified in writing, prior to the schedule being posted, within two (2) weeks of making a request for vacation whether or not such request has been approved.

## **ARTICLE I – VIOLENCE**

### I.1 (a) Definition of Violence

The Employer agrees that no form of violence towards 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.

(b) Violence Policies, Measures and Procedures

The employer agrees to, in consultation with the Joint Health and Safety Committee (JHSC), develop maintain, implement and ensure compliance with explicit policies, measures, procedures and training to deal with violence. All employees (including newly hired) shall receive training on the employer's violence policies, measures and procedures. The policies will address prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees and supervisors.

(c) Notification to the Union

The Employer will inform an ONA Occupational Health and Safety Representative via electronic incident reporting system within three (3) days of any employee who has been subjected to violence while performing their work. Such information, providing details set out in Section 5 of the Regulation for Health Care and Residential Establishments, shall be submitted in writing to the Union as soon as possible but in no case longer than four (4) days of becoming aware. For critical injuries the employer will notify the Joint Health & Safety Committee and the Union immediately and in writing, providing details set out in Section 5 of the Regulation for Health Care and Residential Establishments within 48 hours.

The employer in conjunction with the JHSC will immediately and thoroughly investigate all acts and reports of potential/ actual violence and forthwith take every precaution reasonable in the circumstance to prevent violence from occurring.

## (d) The employer recognizes that workloads can lead to fatigue and a diminished ability both to identify and subsequently deal with potentially violent situations and will review staffing levels to ensure staff safety.

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.

(e) Damage to Personal Property

The Hospital will provide reimbursement for replacement of damages incurred to the employee's personal property such as eyeglasses, contact lenses or other prosthesis, etc. ripped uniforms, personal clothing, as a result of being assaulted while performing their work.

The employee will present their claim to the Employer within seven (7) days after the event, unless it was impossible for them to do so during this period.

## **ARTICLE J – MODIFIED WORK**

J.1 (a) The Hospital and the Union recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating employees who have been ill, injured or permanently disabled, to enable their early and safe return to work.

(b) Return to Work Plan

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 the staff representative of the Ontario Nurses' Association and the Local representative to discuss the circumstances surrounding the employee's return to suitable work. Plan may include developing and recommending strategies for;

- i) Integrating accommodated workers back into the workplace and providing orientation to the employee where necessary.
- ii) In creating a return to work plan, the Hospital, the Union and the Manager will examine the employee's abilities and accommodation needs to determine if the employee can return to their:
  - A) Original position,
  - B) Original unit,
  - C) Original unit/position with modifications to the work area and/or equipment and/or the work arrangement,
  - D) Alternate positions outside the original unit.
- iii) In creating a return to work plan, the Hospital and Union will consider the employee's abilities and accommodation needs and if they are unable to return to work in accordance with Article (f) above, the Hospital and Union will identify any positions in the Hospital in which the employee may be accommodated.
- iv) The Hospital and Union will monitor the status of accommodated employees.

- v) The Hospital will notify the Local President of the names of all employees who go off work due to a work related injury or when an employee goes on LTD.

The Hospital will provide to the Local Union, a list of all employees on modified work programs upon request but not more frequently than quarterly.

- vi) The Hospital agrees to provide the Union and the employee with a copy of the Workers' Compensation Board Form 7 at the same time it is sent to the Board.

## **ARTICLE K – MISCELLANEOUS**

K.1 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and otherwise restricted to Association matters.

K.2 The Hospital agrees to automatic bank deposit of the employee's pay cheques into the bank account of each employee's choice. Payday is bi-weekly on Thursdays.

K.3 Where pay errors of one day or more caused by the Employer occur, employees will be reimbursed within two (2) business days by cheque.

K.4 The retirement age for all employees shall be the first [1<sup>st</sup>] of the month following the date on which the employee reaches the retirement age.

K.5 It shall be the duty of the employee to notify the Human Resources Department, Director and the Bargaining Unit President in writing or by e-mail promptly of any address or telephone number change. If an employee fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such employees or granting additional call in shifts.

K.6 The equivalent time off as referred to in Article 14.09 shall accumulate up to 37.5 hours and taken at a mutually agreeable time. Full days accumulated in a calendar year and not taken by March 31<sup>st</sup> annually shall be paid out at that time save and except Operating Room staff who may accumulate and carry over into the following year seventy-five (75) hours.

K.7 Uniforms

The Hospital will continue its present practice of supplying and laundering lab coats and/or scrubs for the Operating Room, Birthing Suites and PACU employees. In other areas, employees will receive a uniform allowance of sixty cents (.60) per worked standard tour paid out yearly in the January following accrual.

Those employees who work in OR, Birthing Suites and PACU will be paid a reduced allowance of ten cents (0.10) per worked standard shift. Such allowance shall be paid at an equivalent rate for extended tours.

- K.8 The Employer shall reimburse the employee for all costs (tuition, books, etc.) for courses taken as a requirement of work.
- K.9 Employees absent on account of sickness must, as soon as possible, notify the Hospital and in particular before the commencement of their working hours, in order to permit the Hospital to obtain a replacement.
- K.10 Employees absent on account of illness, shall, as soon as possible, notify the Hospital of their expected time of return.
- K.11 Where shifts other than those outlined in Article 13 are proposed, the terms and conditions will be agreed between the parties prior to implementation.
- K.12 Notification to Unsuccessful Job Applicants
- The parties agree that any unsuccessful candidate for an ONA job posting will be notified, by email, within one (1) week of the decision being made and prior to the posting of the name of the successful candidate.
- The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.
- K.13 The Employer will set-up a contact list for the Ontario Nurses' Association (ONA) members under the e-mail system. Anything sent by the Union local must be pre-approved.
- K.14 When a vacancy arises in a unit, employees within the unit who share the same classification and who work on the same master rotation will be offered the position in order of seniority prior to posting. The remaining vacant position in the master rotation will then be posted hospital wide.
- K.15 The Hospital will provide to the union a locked four drawer filing cabinet to be housed in a mutually agreeable location within the hospital.

## **ARTICLE L – BENEFITS**

### **L.1 Voluntary Part time Benefits - Process for Payment**

The Employer agrees to provide part-time nurses with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17. It is understood and agreed that the part-time nurses who participate will assume one hundred percent (100%) of the monthly premiums.

Any part time nurse who wishes to participate will provide payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process.

It is understood that any transaction would be dated the first of each and every month.

The Employer will notify the Union of the benefit costs to part time nurses in January of each year, and each time the benefit costs are renegotiated by the Employer.

## L.2 Retiree Benefits – Process for Payment

Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in article 17.01(h) will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process.

It is understood that any transaction would be dated the first of each and every month.

The Employer will notify the Union of the benefit costs to retired nurses in January of each year, and each time the benefit costs are renegotiated by the Employer.

## GUIDELINES FOR SELF SCHEDULING

### Role of Facilitator

**(These guidelines are for information purposes only and do not form part of the collective agreement.)**

#### **Status**

The self-scheduling facilitators will be staff nurses and not formal unit leaders (i.e. Team Leaders/Directors).

#### **Appointment**

The self-scheduling facilitators may be volunteers and/or elected, or may be appointed by the Team Leader or Patient Care Manager. There will be one person appointed for each part time unit and one person for each full time unit.

#### **Term**

The self-scheduling facilitators will serve for a six- (6) month period on a rotating basis.

#### **Responsibilities:**

- (a) To oversee the scheduling process in conjunction with the Patient Care Manager or designate and to monitor the census and needs column to ensure accuracy.
- (b) To ensure that each priority group follows correct guidelines.
- (c) To keep the Patient Care Manager/Team Leader apprised of any concerns or unresolved self-scheduling problems.
- (d) To prepare the scheduling roster, according to the staffing requirements of the unit, the dates on which different priority groups can select their preferred schedule and the dates on which the schedule will be finalized.
- (e) To ensure that staff are kept well advised of progress/problems with the self scheduling process through the use of a self scheduling communication book, e-mails, meetings etc.
- (f) To collaborate with the Patient Care Manager, other Facilitators and Staff in developing a new staff member's schedule for the purposes of orientation and buddying for a period of time to be determined by the Patient Care Manager. There will also be collaboration with the Patient Care Manager with respect to the manager's right to evaluate performance of staff members.

## OPERATIONAL GUIDELINES

1. All full and/or part time staff will be randomly assigned to one (1) of three (3) or four (4) priority groups i.e. groups A, B, C, D. There will be equitable distribution of senior and junior nurses to the groups. Part time nurses will be equitably assigned throughout the groups. The Patient Care Manager in conjunction with the facilitator will determine the size of the groups and members of each group.
2. A four- (4) or eight- (8) week rotation will be used.
3. All schedule selections will begin approximately six (6) or eight (8) weeks before the schedule is posted, dependent on the length of schedule being used.
4. The Patient Care Manager will keep the self-scheduling facilitators apprised to the number of staff required for each shift. The number of staff required for each shift will be included at the bottom of each working schedule. When filling in the schedule, staff is not to exceed the total number of staff required on any given tour based upon unit census.
5. Each group will be given a one- (1) week interval to complete their schedule. Individuals from other priority groups must not fill in their schedules until the designated time for their particular group. The one-week interval gives each individual the opportunity to review their schedule and make any changes within that time frame. A designated person may complete another staff member's selection in their absence. This designated person is then asked to initial the scheduled shifts.
6. The number of available day shifts will be divided up evenly. The maximum number of day shifts that each individual nurse is allowed to sign up for will be posted with the schedule. The number will be adjusted with each schedule as required.
7. Group A will have first choice in scheduling during month one (1) ; Group B will schedule first during month two (2) etc.

Scheduling will be completed in the following order:

Schedule month 1	2	3	4
Group A	B	C	D
B	C	D	A
C	D	A	B
D	A	B	C

8. In keeping with the philosophy of self-scheduling, the facilitators will not make changes in the schedule without consulting the individuals involved. This puts the onus of responsibility on the staff to demonstrate flexibility, approachability and honesty in scheduling themselves. The self-scheduling facilitator(s) will contact



individuals who incorrectly complete their schedule or who do not follow the guidelines.

9. All schedules will be completed in pencil. All schedules will be photocopied by the facilitators after each time frame has been completed.
10. It is up to the full time staff to keep track of lieu days for the statutory holidays that are owing to them. Staff who are scheduled off for the paid holiday should indicate this by marking the appropriate code on the holiday and by counting the stat as 7.5 hours.
11. It is the responsibility of the nurses scheduling to recheck the number at the bottom of the schedule before putting in their time. After entering their schedule staff are responsible for adjusting the numbers at the bottom of the working schedule.
12. If, staff encounter problems (i.e. too many/few staff on a shift) or if staff can see a scheduling alternative that can provide scheduling coverage (i.e. junior and senior ratio), it is up to the staff to negotiate with your colleagues.
13. Staff shall ensure that there are a minimum number of skilled nurses working each shift (this may vary from unit to unit). The number of skilled nurses will be located on the bottom of the schedule adjacent to the needs identification. The Team Leader will assign the charge duty.
14. Vacation time and requests will be entered on the schedule by the Staffing Clerk prior to each schedule posting for staff to schedule. If vacation is scheduled for a nurse during a scheduling period, their hours will be reduced by 25% for each week taken off for vacation (part time staff only).
15. Existing shift exchange processes will be followed. Changes must be made after the final schedule has been posted.
16. Availability for Casual hours will follow the same process that currently exists.
17. The Patient Care Manager will be responsible for finalizing and approving the schedule prior to posting.
18. All scheduling regulations of the Collective Agreement will be adhered to.
19. Job Sharers are considered full time with one vote.

**LETTER OF UNDERSTANDING**  
**RE: SIX (6) WEEK SCHEDULE TRIAL**

Whereas the parties negotiated a renewal collective agreement; and Whereas the parties agreed to develop a Letter of Understanding on the trial implementation of a six (6) week schedule;

The parties agree to the following principles:

- 1) The trial will consist of four (4) rotations of a six (6) week schedule;
- 2) The parties will meet after the completion of two (2) full rotations and three (3) full rotations of the six (6) week schedule;
- 3) Either party may discontinue the trial and revert to the collective agreement language after the completion of two (2) full rotations or three (3) full rotations of the six (6) week schedule; however, it is mutually agreed that the entire four (4) full rotations will be completed;
- 4) Employees may be scheduled fifty percent of weekends, or three (3) weekends in every six (6) week period, with a maximum of two (2) consecutive weekends worked, regardless of scheduling period, except where nurses have requested work, and in compliance with part-time availability;
- 5) There will be no change to master schedules;
- 6) Third weekend premium shall be paid in accordance with the collective agreement;
- 7) Part-time availability shall be provided four (4) weeks in advance of the schedule release;
- 8) The schedule shall be released 4 weeks in advance of the six (6) week schedule;
- 9) Part-time availability shall be one hundred and twelve and one-half (112.5) hours per six (6) week schedule;
- 10) The six (6) week schedule shall be trialled throughout the hospital;
- 11) If the trial is deemed successful, the LOU will remain in place for the duration of the collective agreement and shall be negotiated into collective agreement next round.
- 12) Trial period to commence for schedules commencing October 23<sup>rd</sup>, 2023.
- 13) The parties agree to determine indicators for measurement of success.
- 14) Where the collective agreement refers to a 4 week schedule or period, it is agreed that this will be prorated for 6 weeks.

**LETTER OF UNDERSTANDING  
RE: THE CALL-OUT PROCESS**

The parties agreed to review and develop a Letter of Understanding on the following item within a period not to exceed three-months of the ratification of this collective agreement:

- The Call-Out Process
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DATED this 2 day of November 2023.

**FOR THE EMPLOYER:**

Lola Obomighie

Sara Richards

Danielle Ferreira

Steven Forani

Emily Hartmann

Kara Marshall

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**FOR THE UNION:**

Catherine MacDonald  
Labour Relations Officer

Amanda Lent  
Bargaining Unit President

Erica Mackey

Kelsey Elchuk

Leona Dejong

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