

COLLECTIVE AGREEMENT

Between:

ORILLIA SOLDIERS' MEMORIAL HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

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

Expiry Date: June 7, 2021

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APPENDIX 3 - SALARY SCHEDULE**ARTICLE 19 – COMPENSATION**

Articles 19.01(a) and (d) apply to nurses only

- 19.01 (a) The salary rates in effect during the term of the Agreement shall be those set forth in Appendix 3 attached to and forming part of this Agreement. The regular straight time hourly rates for full-time, regular part-time and casual part-time Registered Nurses at hospitals shall be as follows:

Classification - Registered Nurse		
Step	April 1, 2020	April 1, 2021
Start	\$33.56	\$33.90
1 Year	\$33.72	\$34.06
2 Years	\$34.28	\$34.62
3 Years	\$35.98	\$36.34
4 Years	\$37.67	\$38.05
5 Years	\$39.79	\$40.19
6 Years	\$41.94	\$42.36
7 Years	\$44.08	\$44.52
8 Years	\$47.22	\$47.69
25 Years	\$48.05	\$48.53

(Articles 19.01 (b) and 19.01 (c) apply to part-time nurses only)

- (b) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%.

- (c) The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enrol in the Hospital's Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

It is understood and agreed that the part-time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 9% or 13%, as applicable, which is paid in lieu of fringe benefits and accordingly the 9% or 13%, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

- (d) The parties agree to maintain the percentage differentials in the wage rates which presently exist between the classification of Registered Nurse and the other classifications which are covered by the Collective Agreement.

APPENDIX 3 - SALARY SCHEDULE

Classification - Registered Nurse First Assistant		
Step	April 1, 2020	April 1, 2021
Start	\$43.57	\$44.01
1 Year	\$43.76	\$44.20
2 Years	\$44.46	\$44.90
3 Years	\$46.65	\$47.12
4 Years	\$48.88	\$49.37
5 Years	\$52.89	\$53.42
6 Years	-	-
7 Years	-	-
8 Years	\$53.00	\$53.53
25 Years	\$53.80	\$54.34

APPENDIX 3 - SALARY SCHEDULE

Classification – Clinical Performance Specialist		
Step	April 1, 2020	April 1, 2021
Start	\$41.50	\$41.92
1 Year	\$43.10	\$43.53
2 Years	\$45.16	\$45.61
3 Years	\$47.17	\$47.64
4 Years	\$49.20	\$49.69
5 Years	-	-
6 Years	-	-
7 Years	-	-
8 Years	-	-
25 Years	\$49.93	\$50.43

APPENDIX 3 - SALARY SCHEDULE

Classification – Graduate Nurse		
Step	April 1, 2020	April 1, 2021
Start	\$31.89	\$32.21
1 Year	-	-
2 Years	-	-
3 Years	-	-
4 Years	-	-
5 Years	-	-
6 Years	-	-
7 Years	-	-
8 Years	-	-
25 Years	-	-

APPENDIX 3 - SALARY SCHEDULE

Classification – Clinical Nurse Specialist		
Step	April 1, 2020	April 1, 2021
Start	\$43.76	\$44.20
1 Year	\$45.38	\$45.83
2 Years	\$46.23	\$46.69
3 Years	\$49.53	\$50.03
4 Years	\$51.57	\$52.09
5 Years	-	-
6 Years	-	-
7 Years	-	-
8 Years	-	-
25 Years	-	-

APPENDIX 3 - SALARY SCHEDULE

Classification – Nurse Practitioner		
Step	April 1, 2020	April 1, 2021
Start	\$51.92	\$52.44
1 Year	\$52.09	\$52.61
2 Years	\$52.25	\$52.77
3 Years	\$53.62	\$54.16
4 Years	\$55.95	\$56.51
5 Years		
6 Years		
7 Years		
8 Years		
25 Years	\$59.57	\$60.17

APPENDIX 4 - SUPERIOR CONDITIONS

Previously existing conditions retained as provided for in the O'Shea interest arbitration award dated October 23, 1981 include the following:

- 1) Article 5.01 of the previous collective agreement provides that the Hospital will send to the Union along with its cheque for the dues deducted, a list of the names, addresses and Social Insurance Numbers on whose behalf such deductions have been made. The list shall also include the names of those nurses on leaves of absence, newly hired and those who have terminated their employment in that month.
- 2) The provisions of Article 13.09 (full-time) and Article 13.07 (part-time) of the previous Collective Agreement shall be retained:

"Paternity Leave"

The Hospital shall grant a paternity leave without pay and without loss of seniority for two (2) weeks which may, at the request of the nurse include the day of delivery.

- 3) The provisions of Article 17.02 of the previous collective agreement shall be retained:

"Should a nurse be called in on her/his scheduled day off, she/he will be compensated at the rate of time and one-half (1½) her/his regular rate of pay and for full-time nurses, another unpaid day off will be scheduled."

PART-TIME ONLY:

- 4) The provisions of Article 18.04 shall be retained:

"To qualify for holidays with pay as above, a nurse must work twelve (12) tours in the previous twenty-eight (28) days."
- 5) The provisions of Article 19.02 (d) shall be retained for nurses who enjoy the benefit while employed by the Hospital:

"Vacation pay for Casual Part-time Nurses shall be computed at the rate of six (6%) percent of their gross earnings during the vacation fiscal year."

FULL-TIME ONLY:

CASH-OUT PROVISIONS FROM THE PREVIOUS COLLECTIVE AGREEMENT INCLUDED FOR REFERENCE

- 20.02 Nurses with five (5) years continuous service, but less than ten (10) years continuous service, who terminate their services for any reason, will be permitted to cash out twenty-five percent (25%) of the sick leave bank.
- 20.03 Nurses with more than ten (10) years continuous service, who terminate their services for any reason, will be permitted to cash out fifty percent (50%) of their sick leave bank.
- 20.04 Nurses who retire under any of the terms of the Hospitals of Ontario Pension Plan will be permitted to cash out fifty percent (50%) of their total sick leave bank.

APPENDIX 5 - LOCAL ISSUES

ARTICLE A – RECOGNITION

A.01 The Hospital recognizes the Union as the sole bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity, by the Orillia Soldiers' Memorial Hospital at Orillia, save and except, Head Nurses and persons above the rank of Head Nurse.

Note: It is understood that Head Nurses are equivalent to the position now known as Program Managers as of 2008.

ARTICLE B – DEFINITIONS

- B.01
- (a) An afternoon tour or a night tour shall be any tour which commences or ends between 1900 and 0200 hours.
 - (b) For the purposes of scheduling, the first [1st] shift of the day shall be days.
 - (c) For the purposes of shift premium payment, evening premium will be paid for all hours worked between fifteen hundred (1500) and twenty-three hundred (2300) hours, and night premium will be paid for all hours worked between twenty-three (2300) hours and seven hundred (0700) hours.

ARTICLE C - MANAGEMENT FUNCTIONS

- C.01 The Union acknowledges that it is the exclusive function of the Hospital to:
- (a) Maintain order, discipline and efficiency.
 - (b) Hire, retire, direct, classify, transfer, promote, demote, lay-off, and discharge, suspend and discipline nurses for just cause, provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim that a nurse has been unjustly discharged, suspended or disciplined, may be the subject of a grievance and dealt with in accordance with the Grievance Procedure.
 - (c) Establish and enforce reasonable rules and regulations to be observed by the nurses. The Hospital will furnish the Union with copies of published Hospital rules and regulations prior to posting electronically.
 - (d) Generally to manage and operate the Hospital in all respects, in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of nurses required from time to time, the standards of performance for all nurses, and all other matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this Agreement.
- C.02 The Hospital agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE D - UNION COMMITTEES & REPRESENTATIVES (ARTICLE 6)

D.01 (a) Negotiating Committee

The Hospital shall recognize a Negotiating Committee of not more than four (4) nurses who are in the employ of the Hospital, selected by the Union.

(b) Grievance Committee

The Hospital will recognize a Grievance Committee composed of not more than three (3) nurses selected by the Union.

(c) Hospital-Association Committee (HAC)

This Committee shall be composed of the Bargaining Unit President plus three (3) representatives of the Union who are in the employ of the Hospital and the Chief Nursing Executive plus three (3) representatives of Management. Each party may have alternates to replace a member from time to time. The Employer will endeavour to facilitate attendance at the HAC meeting when designated representatives are scheduled to work on the day of the HAC meeting.

(d) No more than one (1) nurse shall be granted leave from any one (1) unit anytime except in the case where the second [2nd] person is a member of the Executive, in that case the Union agrees to waive normal scheduling patterns during the term of leave. For the purposes of this Article, Nursery and Paeds shall be considered one (1) unit.

(e) The Bargaining Unit President will be entitled to two (2) paid days per month in conjunction with the Hospital Association Committee to conduct union business and attend meetings with the Employer.

D.02 Union Representatives

The Hospital will recognize Union representatives.

The Union will provide the Hospital with a list of current Union representatives by January 30th of each year. Changes to this list will be communicated within thirty (30) days of the change.

D.03 The Hospital agrees that an Officer of the Union or Union representative shall be allowed a reasonable period of time within regular working hours to meet with a newly hired nurse during her/his orientation period. The Bargaining Unit President, or her/his designate will be advised of when they will be scheduled during orientation and the list of ONA attendees.

D.04 The Employer will pay the Bargaining Unit President at her/his regular straight time hourly rate for all hours spent attending meetings requested by the Employer outside her/his regularly scheduled hours.

D.05 Scheduling Working Group

There shall be an ad-hoc scheduling working Group. The Scheduling Working Group will be comprised of:

Bargaining Unit President or designate
Unit Representative
Labour Relations Officer as needed
Unit Scheduler or Staffing Office Representative
Program Manager
HR Representative as needed

All staff present at these ad-hoc meetings will be paid for all time in attendance. The ad-hoc Working Group shall meet as needed.

The Scheduling Working Group shall meet every three (3) months, unless otherwise agreed.

Purpose of the Scheduling Working Group

- (a) To act in an advisory capacity and to discuss, identify and assist in the resolution of scheduling concerns.
- (b) To review all new and revised master schedules to ensure compliance with the collective agreement.
- (c) To review all requests for innovative schedules on any unit in accordance with Article 13.03.
- (d) To improve the job satisfaction of full-time and regular part-time employees by assisting units in developing, reviewing or revising work schedules and to make recommendations for change.

ARTICLE E - SENIORITY (ARTICLE 10)

E.01 The Hospital shall post the seniority list in January and June. In the event of a lay-off or restructuring, the Employer will post the seniority lists current to within seven (7) days of the lay-off notice.

ARTICLE F - LEAVE OF ABSENCE (ARTICLE 11)

F.01 Leave of absence for Union business shall be granted pursuant to the following conditions:

- (a) The Union will provide the Hospital with at least two (2) weeks written notice, except in extenuating circumstances.
- (b) No more than four (4) nurses shall be granted leave at one (1) time.
- (c) No more than one (1) nurse shall be granted leave from any one (1) unit anytime except in the case where the second [2nd] person is a member of

the Executive, in that case the Union agrees to waive normal scheduling patterns during the term of leave.

- (d) All such leaves shall not exceed six hundred and fifty (650) hours collectively in any one (1) calendar year.
- (e) For the purposes of this Article, paediatrics/NICU and OBS/labour and delivery will each be considered one (1) unit.
- (f) Should the Local Co-ordinator be an employee of the Hospital, she/ he shall be provided with the required leave of absence hours to perform that function and the hours required shall be in addition to the collective hours specified in (d).

F.02 Subject to Article 11.11 of the Central Collective Agreement the number of nurses off on prepaid leave will be seven (7) at any one (1) time. It is understood that no more than one (1) nurse from any one (1) unit will be off at the same time.

F.03 Professional Leave, Mandatory Education and Staff Meetings

Nurses shall be entitled to apply for professional development leave in a calendar year. The nurse shall provide the Hospital with as much notice as possible, to ensure that replacement staff can be provided.

The Nurse shall complete a request for approval prior to registering for any professional development course. The Employer will advise the nurse of what expenses related to the course will be covered and reimbursed.

F.04 Requests for leave of absences shall be responded to by the Hospital, in writing, within fourteen (14) days, except in extenuating circumstances.

ARTICLE G - SCHEDULING & WORKING CONDITIONS (ARTICLE 13)

G.01 Meal time of one-half (½) hour shall be scheduled away from the floor during the nurse's tour, whether day, evening or night.

G.02 A rest period of fifteen (15) minutes will be granted during each half (½) tour.

G.03 If a nurse is prevented by her/his duties from going to the cafeteria, she/he will be permitted, with the approval of the Program Manager or her/his Immediate Supervisor, to take her/his meal break at the unit.

G.04 Scheduling - Normal Seven and One-Half (7.5) Hour Tours

- (a) As a general rule, two (2) consecutive days off will be scheduled during each work week. However, schedules may provide for more than five (5), but not more than seven (7) consecutive days of work, except in emergency situations, without days off, provided that four (4) days off are scheduled for each fourteen (14) day period. In any two (2) week period, at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split by mutual consent.
- (b) Weekly schedules shall be posted four (4) weeks in advance, excluding prime vacation time. Requests for specific days off are to be submitted, in

writing, at least two (2) weeks in advance of the day the schedule is posted. The manager or designate will respond in writing with an approval or denial with a rationale within ten (10) calendar days of the request. Any requests for a change in posted schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty with a minimum of twenty-four (24) hours notice.

- (c) At least two (2) consecutive tours "off duty" normally shall be scheduled when tours of duty are changed, and at least six (6) consecutive tours "off duty" shall be scheduled following night duty, except when a shorter period of time between changes of tour is scheduled by mutual consent.
- (d) Nurses working on normal daily tours are entitled to at least two (2) weekends off in four (4) and nurses working on extended tours are entitled to at least every second [2nd] weekend off. The Hospital will endeavour to provide nurses working normal daily tours with at least every other weekend off. Should a nurse be required to work three (3) consecutive weekends or more, she/he shall be paid premium pay as set out in Article 14.03 for the third [3rd] weekend and for each succeeding weekend worked until a weekend is scheduled off.

A weekend shall be defined as fifty-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.

- (e) In the case of a nurse who normally rotates on at least two (2) of the three (3) tours of duty, the Hospital will endeavour to schedule at least fifty percent (50%) of her/his tours on the day tour. The Hospital will not schedule nurses to work more than two (2) consecutive weeks of evenings and/or nights when rotating on these shifts.

For nurses working extended tours, the Hospital will schedule at least fifty percent (50%) of her/his tours on the day tour. The above will apply unless mutually agreed otherwise between the nurse and her/his immediate supervisor.

- (f) A nurse who requests specific tours, with the exception of the day tour, on a permanent basis, shall be granted such request whenever possible. Those who are presently employed on specific tours on a permanent basis will not be rotated, except by mutual consent. However, it is understood and agreed that, from time to time, any nurse undertaking specific tours on a permanent basis shall be rotated for the purposes of re-orientation.
- (g) The Hospital shall not assign a nurse to be in charge of a ward, unit or area for the first [1st] shift that she/he is assigned to that unit where the nurse has not worked on the unit for a period of one (1) month or more.
- (h) Short Hour Tours

The parties agree to continue scheduling tours of less than seven and one-half (7.5) hours subject to the following conditions:

Where a nurse works a four (4) hour tour, she/he shall be paid for three and three-quarters (3.75) hours. Such nurse shall receive a one-half (½) hour meal break consisting of fifteen (15) minutes paid time and fifteen (15)

minutes unpaid time to be scheduled at a mutually agreeable time during the shift.

Where a nurse works a tour of five (5) hours or more, she/he shall be assigned to a meal break of one-half (½) hour, as well as the usual rest break(s).

G.05 Extended Tour Scheduling

- (a) The extended tour arrangement will be implemented on a trial basis for a period of six (6) months where seventy-five percent (75%) of the nurses in a given unit(s) are in favour, and where the Hospital is also in agreement. Following the trial period, the extended tour arrangement will be continued upon agreement of the Hospital. If, at any time following the trial period, either the Hospital or seventy-five percent (75%) of the nurses involved requested the discontinuance of this tour system, it will then be discontinued.

Where the majority of the nurses on the unit(s) in question have voted to initiate the trial period, and where the extended tour arrangement is continued after the trial period, then all the nurses on the unit(s) in question, shall be required to work the extended tour during the trial period and thereafter.

- (b) Meal breaks shall consist of a thirty (30) minute lunch, and a thirty (30) minute supper period.
- (c) There shall be two (2) fifteen (15) minute rest periods.
- (d) A nurse shall receive every second [2nd] weekend off unless otherwise agreed to between the nurse and the Employer.
- (e) A nurse will not be scheduled for more than three (3) consecutive twelve (12) hour shifts.

G.06 Exchange of Shifts

All nurses shall be allowed to request to exchange of shifts between all categories, with a minimum of twenty-four (24) hours' notice and shall be submitted to the Program Manager during her regular working hours, unless exceptional situations prevent it. Such requests shall be in writing and signed by both nurses involved and with the approval of the Program Manager or designate.

In accordance with Article 14.09 of the Central Agreement where a nurse has opted for "time off equivalent to the applicable overtime rate [i.e. where the applicable rate is time and one-half (1½), then time off shall be at time and one-half (1½)]". Such time off shall be scheduled at a mutually agreeable time. Such accumulated time shall not exceed thirty-seven and one-half (37.5) hours for all staff except for designated areas. These areas include the Operating Room, Recovery Room, Day Surgery, the Outpatient Clinics that are subject to shutdowns and Intensive Care Unit and shall not exceed seventy-five (75) hours. All hours in excess of these allowable limits shall be paid out at the applicable rate [i.e. time and one-half (1½) and include percent (%) in lieu for part-time].

Part-Time

(a) Prior to the Posting

- i) All regular part-time nurses that have master schedules will be scheduled first according to those master rotations. Then, all regular part-time nurses in a unit will be scheduled the remaining shifts up to their committed hours by seniority on the posted schedule of the unit before any casual part-time nurses are utilized. The regular part-time commitment on all units is up to forty-five (45) hours per pay period provided the work is available on the unit.
- ii) Availability must be submitted two (2) weeks prior to posting of the schedule in the prescribed method. The prescribed method shall be per the hospitals Availability Form. Availability revisions are to be updated with staffing.
- iii) Regular part-time employees not on a mastered schedule consisting of 45 hours per pay period must be available for prescheduled work on the following basis:
 - 1. To be available to work if required fifty-two (52) weeks per year minus their individual vacation entitlement and any approved leave of absence;
 - 2. To be available to work, if work is available for forty-five (45) hours per pay period;
 - 3. OSMH commitment of forty-five (45) hours is defined as commitment of 45 hours throughout the organization;
 - 4. To regularly rotate on at least two (2) shifts where rotation is required;
 - 5. To be available to work either Christmas (December 24th, 25th and 26th) or New Year's (December 31st January 1st and January 2nd) each year, on an alternating basis; or on another mutually agreeable arrangement;
 - 6. To be available if required to work fifty percent (50%) of the remaining paid holidays except when the unit/department does not work paid holidays;
 - 7. To be available to work at least two (2) weekends in a four week period; (a weekend is defined as 56 hours starting Friday at 19:00 hours);
 - 8. To provide and update their availability in the prescribed manner (per ii above) two (2) weeks prior to schedule being posted;
 - 9. Those who do not provide availability may not be assigned with scheduled shifts.

(b) When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Hospital will assign additional tours based on availability by seniority.

(c) After the posting of the schedule

- i) Once the schedule is posted and all regular part-time nurses are at commitment, extra or unscheduled shifts will be offered as follows on the basis of seniority and submitted availability. Based on the following order;

- 1) Regular part-time (*including job sharers) – home unit, up to 75 hours.
 - 2) Regular part-time – secondary unit, up to 75 hours
 - 3) Casual part-time – home unit, up to 75 hours.
 - 4) Premium Shifts as per Article G.10.
-
- ii) The Hospital will contact nurses for additional shifts using one phone number supplied by the nurse. The phone number must have a functioning message capacity if the nurse wants to be offered additional shifts. It is the responsibility of the nurse to promptly inform the Hospital of any telephone number change and that failure to do so may result in the inability to be offered additional shifts.
 - iii) A tour will be deemed to be offered whenever a call is placed.
 - iv) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay.
 - v) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made.
 - vi) Provided they are qualified, nurses may submit their availability to work additional tours to more than one (1) unit, if to do so is in accordance with existing Hospital practice.

Casual nurses shall not be pre-booked for shifts on the posted schedule until all regular part-time have been scheduled based on availability, subject to 1 and 2, above.

G.07

Job Sharing

The parties mutually agree to implement job sharing where it is operationally feasible. The Employer shall not arbitrarily or unreasonably refuse to implement job sharing.

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b) A job-sharer is defined as a regular part-time nurse who, with her partner, has signed a job sharing agreement indicating her/his ability to work fifty percent (50%), or other portion as mutually arranged between the two (2) Job Sharers and the Program Manager, of a normal full-time position. 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 the Program Manager. Job Share partners with the agreement of their Program Manager, will determine who will report for duty on each day of the full-time schedule. This shall be communicated to the staffing office prior to the schedule being posted. Individual names will be marked on the posted schedule on the days they work.

The owner of the full-time line will be identified in the job sharing agreement. Where an existing job share is in place with no agreement, and no owner of the full-time line is identified, the owner of the line will be;

- i) the job share partner who has been in the arrangement for the longest; or
- ii) the partner who has transferred their status from full-time to job share; or
- iii) if equal, the most senior of the job sharing partner.

The Job Sharer's commitment for the purpose of the part-time scheduling protocol, is to the portion of the full-time schedule as agreed between the Job Share partners and their Program Manager. Job sharers shall not be requested to work any tours outside of the tours of the full-time position unless otherwise mutually agreed otherwise between the nurse and her/his Program Manager. Job Sharers will not request to, nor shall they be requested to, work on the same day or shift of the full-time schedule, except where the protocol for part-time scheduling has been complied with.

- (c) The above schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.
- (d) Each job sharer may exchange shifts with her/his 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) It is expected that both job share partners must be prepared to cover each other's incidental illnesses and vacation. If one cannot cover the other, she/he must notify the Nursing Unit Manager or her/his designate.

Job Sharers covering their partner's vacation will not be counted in the Unit Vacation quota.

Job Sharers shall be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on tours that neither job share partner is scheduled or interferes with their present master schedule in accordance with Article G.06.

- (g) Having regard to paragraph (f) above, the maximum vacation entitlement taken by job shares shall jointly, when added together, not exceed the annual entitlement the senior job share would earn if full-time.
- (h) In the event that one of the members of the job sharing arrangement goes on a leave of absence that exceeds thirty (30) days, the remaining job share partner has the option of covering all of the absent partner's shifts for the duration of the absence. If the nurse is unable to cover the entire leave of absence she/he shall inform the Program Manager of her/his intention of coverage of the absent partner's shifts. The remaining vacant shifts will be offered to the most senior regular part-time nurse.
- (i) The number of job sharing positions currently in place will not be decreased without discussion with the Union. Rationale to support such decrease will be provided.

Any requests to job share in addition to the foregoing will be discussed with the Union.

No request to increase the number of job sharing positions will be unreasonably denied.

- (j) All other provisions covering job sharing are contained in the central Part-Time Agreement.

- (k) Implementation

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

- (l) An incumbent full-time nurse wishing to share her/his position, may do so without having her/his half [$\frac{1}{2}$] 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.

- (m) If one (1) of the job sharers leaves the arrangement, her/his 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 her/his former position. If she/he does not continue full-time, the position must be posted according to the Collective Agreement.

- (n) 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.08

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 utilizing the exchange of shift form for documentation purposes.
- (c) 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 Hospital.
- (d) Employees scheduled for standby shall be provided with a communication device.

- (e) The Hospital will continue to make available a private room for employees scheduled for standby.
- (f) Standby will not be scheduled on a night before a scheduled day shift until otherwise agreed to by the employee.
- (g) Where an employee has been called in from standby and worked the hours after 2400 hours, such employee will not be required to work the day shift and shall complete his or her pay card to reflect the day as absent, or scheduled lieu time, unless she/he does so by mutual agreement between the employee and the Hospital.

G.09

Reassignment of Employees for All or Part of a Shift

- (a) The Hospital is responsible to assess the qualifications and capability of its employees to work in any unit or area. Where the employee does not have special qualifications that would normally be required to work in the unit or area requiring the reassignment, the Hospital will ensure the employee is assigned to perform only those duties for which the employee is qualified.
- (b) A reassigned employee will not normally be assigned to take charge of a unit, or area unless the Hospital determines that no other employee already working in the area or unit of reassignment has the qualifications, skills or experience to be placed in charge, and having regard to the needs of the area or unit and the qualifications and experience of the reassigned employee;
- (c) Where reassignment is to a unit or area that requires special qualifications, the reassigned employee who is qualified in the unit or area of reassignment may be required to take an assignment. A reassigned employee who is not qualified in an area will be paired if possible with a nurse experienced in the area or unit, and the two nurses will collaborate in providing patient care;
- (d) Reassignment will occur bearing in mind the following principles:
 - i) The Hospital will not normally reassign probationary employees to areas or units requiring special qualifications they lack, or where there are other qualified and experienced employees available from the same unit or area as the probationary employee.
 - ii) where more than one employee in the unit or area of reassignment are deemed by the Hospital to be equally qualified and experienced to be considered appropriate for the unit or area requiring the reassignment, the Hospital will normally first request a volunteer from between/amongst those employees, in discussion with the manager or designate. Where no volunteer comes forward, the Hospital will endeavour to reassign in a manner that will be based on the Nurse's qualifications, the least senior nurse on the unit and whether one or some of those employees has/have recently been reassigned and will endeavour to reassign accordingly.

NOTE: For purposes of clarity, this means an employee assigned to any area or unit may be replaced and reassigned through reassignment of another employee in order to provide better or more appropriate coverage in the unit or area of need.

- G.10 Each unit will have a merged seniority list of full-time, part-time and casual nurses for purposes of offering overtime. This list shall be updated in accordance with Article E of the Collective Agreement. Nurses may request to be added or deleted from this list at any time in writing to their manager. Overtime will be offered to the most senior qualified available nurse in accordance with Article C.
- G.11 All premium payments as per the Central Agreement shall apply should any of the hours of work in this Article not be maintained.

ARTICLE H - PAID HOLIDAYS (ARTICLE 15)

H.01 The Hospital agrees to recognize the following paid holidays:

New Year's Day (Jan. 1 st)	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day (November 11 th)
2nd Friday in June	Christmas Day (December 25 th)
Canada Day (July 1 st)	Boxing Day (December 26 th)

H.02 Regular Tours

In general, nurses will alternate their scheduled days off for Christmas or New Year's on an alternating yearly basis. For example, a nurse who was off for Christmas one (1) year would be expected to be off for New Year's the next year, unless mutually agreed upon by the Program Manager and all nursing unit staff have had their holiday needs met.

The Hospital will schedule the nurses off a minimum of five (5) consecutive days and will endeavour to schedule them off up to seven (7) consecutive days at either Christmas or New Year's.

Christmas shall be defined as any tour which commences on December 24th, 25th and 26th. New Year's shall be defined as any tour that commences on December 31st, January 1st and January 2nd. It is an expectation that all Nurses work the entire three (3) days of the holiday in which they are scheduled. Part-time must submit availability that includes all three (3) days for the holiday in which they are to be scheduled.

Failure to schedule a minimum of five (5) days off will result in premium pay to the affected nurses. The schedule covering the Christmas and New Year's period will be posted on November 1st of each year. The Christmas and New Year's schedule will cover shifts between December 15th and January 15th.

The Union agrees that the normal scheduling patterns will be waived during this holiday period to accommodate the five (5) days off.

Nurses that work in departments that are closed over Christmas and New Year's, may be required to take call during the closure.

Extended Tours

In general, nurses will alternate their scheduled days off for Christmas or New Year's on an alternating yearly basis. For example, a nurse who was off for Christmas one (1) year would be expected to be off for New Year's the next year, unless mutually agreed upon by the Program Manager and all nursing unit staff have had their holiday needs met.

The Hospital will schedule the nurses off a minimum of five (5) consecutive days and will endeavour to schedule them off up to seven (7) consecutive days at either Christmas or New Year's. Provisions of Article G may be required to be waived for the Christmas period.

Nurses who wish to maintain their exact current schedule during the Christmas period will communicate this request to their Manager no later than October 1. This request will not be unreasonably denied. It is understood that the accommodation of Nurses consecutive days off above, will first be considered before granting such request.

It is recognized that nurses who wish their exact current schedule to continue during the Christmas period may receive both Christmas and New Years off or may receive neither holiday off.

Christmas shall be defined as any tour which commences on December 24th, 25th and 26th. New Year's shall be defined as any tour that commences on December 31st, January 1st and January 2nd. It is an expectation that all Nurses work the entire three (3) days of the holiday in which they are scheduled. Part-time must submit availability that includes all three (3) days for the holiday in which they are to be scheduled.

Failure to schedule a minimum of five (5) days off for nurses who request such will result in premium pay for the number of shifts not scheduled off in the requested and identified Christmas or New Year's period to the affected nurses. The schedule covering the Christmas and New Year's period will be posted on November 1st of each year. The Christmas and New Year's schedule will cover shifts between December 15th and January 15th.

Nurses requesting in writing prior to the posted schedule and separate from their availability to work both Holiday periods will be entitled to stat premiums, however this request in writing will not incur the above premium.

Nurses that work in departments that are closed over Christmas and New Year's, may be required to take call during the closure

H.03 A nurse's preference shall be considered before posting of schedules for any holiday, provided there is no delay in stating the preference. Scheduling of lieu days, regardless of shift, shall be by mutual consent [within forty (40) days on either side of the holiday].

H.04 Where a nurse has been scheduled to work on a holiday weekend, she/he shall be scheduled to work the holiday as well, if requested by the nurse prior to the posting of the schedule.

ARTICLE I - VACATIONS (ARTICLE 16)

I.01 The vacation fiscal year will be from July 1st to June 30th. All requests for the vacation time applicable to June 15th through September 15th inclusive must be submitted by March 15th of each year.

Requests for vacation during the period between June 15th and September 15th will be requested and approved subject to the following:

- (a) Seniority rights may be utilized twice during the June 15th to September 15th period to obtain a total of seventy-five (75) hours of vacation entitlement or less. Nurses shall indicate the timeframes they wish to exercise their seniority for.
- (b) The Program Manager will indicate inability to grant a seniority request by April 15th of each year to allow for an alternate selection.
- (c) Nurses who indicate a period of less than seventy-five (75) hours within their two choices are entitled to indicate the balance of time in the form of a request, but will not be entitled to utilize their seniority a third and subsequent time.
- (d) Once all vacation to a maximum of seventy-five hours per nurse has been scheduled, additional requests for vacation during the period June 15th to September 15th will be considered subject to Article I.05.

This vacation time shall be processed and posted by April 30th. Once posted, the schedule shall not be changed without mutual consent of the parties. Additional vacation requests after March 15th and for all vacation outside the June 15th to September 15th period, will be considered on a first [1st] come first [1st] served basis, except when more than one (1) request is received on the same day, and then seniority shall prevail. Requests for vacation outside the prime time period shall be approved or denied with a rationale, in writing, within fourteen (14) calendar days.

- I.02 (a) Nurses shall be entitled to the weekend off prior to commencement of vacation, and at the completion of vacation when total vacation is taken at one (1) time. The Hospital will make a reasonable effort to comply should the vacation be split.
- (b) Prior to leaving on vacation, nurses shall be notified of the date, and time at which to report for work following vacation.
- (c) Vacation time requested after the schedule is posted will be considered.

I.03 Part-Time:

Vacation pay will be issued each pay period.

I.04 Only nurses covered under the terms of the Collective Agreement shall be counted when determining vacation quotas.

I.05 For the purposes of scheduling vacations, where ever possible, a maximum of two (2) full-time equivalents per team or unit will be granted vacation for the same period.

A Team is a group of nurses who work any shift on the same days of the week. This can be a long team of five (5) days or a short team of two (2) days.

- I.06 Requests for vacation between December 15th and January 15th will be considered. Requests in writing shall be forwarded to the Program Manager by October 15th.

ARTICLE J - MALPRACTICE & PROFESSIONAL LIABILITY INSURANCE

- J.01 The Hospital provides insurance to cover nurses in the event of any legal action brought against a nurse or nurses in the course of employment with the Hospital.

ARTICLE K – MISCELLANEOUS

- K.01 The Hospital shall provide a bulletin board for the use of the Union.
- K.02 All written Hospital policies pertaining to nursing shall be made available for all staff to see.
- K.03 In accordance with Article 11.02 of the Central Agreement, the Hospital agrees to submit its account to the Local Union at least every three (3) months.
- K.04 The Hospital will permit the distribution of Union contracts on the Hospital premises. The time and place for distribution of the contracts will be arranged with the Human Resources Department. Distribution will be done by an off duty nurse.
- K.05 Hospital Security
The Hospital will provide adequate security in Emergency on all tours.
- K.06 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 his/her work.
The employee will endeavour to present her or his claim to the Employer within seven (7) days after the event, unless it was impossible for her or him to do so during this period.
- K.07 Nurses will have the right to investigate the feasibility of self scheduling.
- K.08 Nurses assigned to Ambulance Escort shall be provided with sufficient cash to cover the cost for meals and alternate method of return should the ambulance be re-assigned, and receipts will be provided to the Hospital upon the nurse's return.
- K.09 The Employer recognizes ONA's interest in an on-site union office. ONA has expressed a willingness for shared office space with other bargaining units. The Employer will provide ONA with the opportunity to put in a request to the Space Management Committee and speak to the Committee regarding their interest. Further, for a twelve (12) month trial period from the date of signing of this collective

agreement, ONA may keep a locked filing cabinet that they supply, in an office space designated within the hospital and accessible to the Bargaining Unit President.

K.10 The parties agree that any unsuccessful candidate for a ONA job posting will be notified, in writing, within one (1) week of the decision being made.

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

K.11 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 through direct withdrawal on the first day of each and every month.

The Employer will notify the Retired Nurse and the Union of the benefit costs each time the benefit costs are renegotiated by the Employer.

ARTICLE L - PAY CHEQUES

L.01 Errors in Pay

Shortages in an employee's pay will be rectified upon the following conditions:

- (a) If the shortage occurs as a result of an employee's action or inaction, it will be corrected on the next standard payroll.
- (b) If the shortage occurs as a result of the Hospital's error and amount to less than two (2) hours pay, it will be corrected on the next standard payroll.
- (c) If the shortage occurs as a result of the Hospital's error in an amount of two (2) hours or more, a second [2nd] cheque will be issued to cover the shortage, if requested by the employee. In the event a cheque is requested by the employee, it will be issued within two (2) payroll department working days.

In reference to the above points, all errors must be reported by the employee directly to the payroll department.

ARTICLE M - MODIFIED WORK

M.01 (a) The Hospital will notify the Bargaining Unit President of the Union of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.

The Hospital will provide to the Union, a monthly list of all nurses 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 the full duties of her/his position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a Local Representative to discuss the circumstances surrounding the employee's return to suitable work.

The Hospital and the Union agree that ongoing and timely communication by all participants is essential to the success of the process.

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

M.02

Return to Work

The Hospital and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful and physically and psychologically safe for them and valuable to the Hospital and to meeting the parties' responsibilities under the law.

To that end, the Hospital and the Union agree to cooperate in facilitating the return to work of disabled employees. For the purposes of expediting communication the Hospital and the Union agree that participants will use electronic communication where available.

The Hospital will provide an updated list of information to the Bargaining Unit president, or designate, quarterly, including the following:

- (a) Employees absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits.
- (b) Employees absent from work because of disability who are in receipt of Long Term Disability benefits including the last day worked.
- (c) Employees who have been absent from work because of disability for more than twenty-three (23) months.
- (d) Employees who are currently permanently accommodated in the workplace.
- (e) Employees who require temporary modified work.
- (f) Employees within their tenth (10th) week of short term disability benefits for the purpose of providing support for return to work or progression towards Employment Insurance and long term disability application.

In addition to the foregoing, the Hospital will meet with the Bargaining Unit President or designate for all return to work initial meetings with employees.

The agreed upon plan will be signed off by the Union, Hospital and employee and will include a schedule for follow up meetings. A Union representative will be invited to attend the mid-way assessment and final meetings with employees returning to work.

Attendance at meetings with Hospital Representatives under this provision will be paid time. Every attempt will be made to provide time during working hours for the Bargaining Unit President or designate to attend such meetings.

ARTICLE N - ORIENTATION AND IN-SERVICE

N.01 Should a nurse be scheduled for orientation on a unit, she/he will not be included in the staffing quota for that unit, until such orientation is completed.

Where a nurse starts unit orientation prior to Hospital orientation, the Manager will be responsible for providing education on fire, WHMIS and disaster protocols.

N.02 All newly hired nurses will be provided with a minimum of one (1) week of orientation on their assigned unit.

Such orientation will be longer, as is appropriate for the individual and, in accordance with the orientation plan of the unit.

ARTICLE O – VIOLENCE IN THE WORKPLACE

O.01 Violence shall be defined as:

- the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
- an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,
- a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

The parties agree that violence will not be tolerated. Any nurse who believes he/she has been subject to workplace violence shall report this to a supervisor who will make every reasonable effort to resolve.

The Hospital and the Union recognize that in the event of a violent incident, counseling and support shall be available to help affected Registered Nurses recover from such incidents.

O.02 The Hospital and Union agree to abide by the Workplace, Harassment, Bullying and Violence Policy and Procedures as issued by the Joint Health and Safety Committee to address workplace harassment, bullying and violence concerns.

O.03 Notification to the Union

The Employer will inform the Union and the JHSC within three (3) days of any employee who has been subjected to violence while performing his/her 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 and 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 forty-eight (48) hours.

The Hospital agrees to provide training and information on prevention of violence to Registered Nurses according to their assessed level of risk. Awareness and discussion will start during the orientation process and the Nurse will be scheduled for the appropriate training.

ARTICLE P – CORPORATE NURSING FLOAT POOL

- P.01 The Corporate Nursing Float Pool (“Float Pool”) consists of Registered Nurses in the ONA Bargaining Unit.
- P.02 The Collective Agreement shall apply to all aspects of the Nursing Float Pool.
- P.03 The Float Pool supports the Hospital’s need to replace short term absences, fill temporary vacancies and unforeseen increases to patient volume and acuity.
- P.04 For the purposes of vacation, leaves of absence, lay-off or any other seniority or service entitlement under the Collective Agreement Float Pool shall be treated as a separate unit.
- P.05 The utilization of the Float Pool Nurse(s) shall not cause the short term or long term lay-off of any nurse covered by the Collective Agreement or a reduction in the scheduled hours of regular part-time nurses on the unit.
- P.06 Prior to assigning a Float Pool Nurse(s), the Hospital must satisfy its obligations under the Collective Agreement with respect to the scheduling or calling in of regular part-time and/or casual nurses for scheduled tours and/or additional tours that become available after the schedule has been posted, save and except that the Float Pool Nurse(s) may be utilized to fill temporary full-time vacancies due to sick leave absences, leaves of absence and pregnancy/parental leaves while the Employer makes proper arrangements to fill the vacancy under Article 10.07 (d).
- P.07 A nurse so assigned under Article 10.07 (d) shall be deemed to be on that unit for the duration of the temporary assignment and their name(s) shall be clearly indicated on the unit schedule.
- P.08 Any reassignment shall follow the established reassignment provisions contained in the Local Issues Agreement.
- P.09 To ensure quality patient care, each nurse assigned to a unit shall receive the orientation specific to the applicable unit(s), as mutually agreed to by the nurse and the Program Manager, prior to the commencement of the assignment.
- P.10 The Hospital shall provide the Union with a list of all Registered Nurses hired to the Float Pool.

SIGNING PAGE

Signed at Orillia, Ontario this 17th day of November, 2020.

FOR THE EMPLOYER

“Amy Hope”

“Sarah Kitchen”

“Nancy Bradley”

FOR THE UNION

“Tamara Smith” – BUP

“Kim Gibson”

“Lisa Martin”

“Richard Anderson” – LRO

LETTER OF INTENT FOR PARKING

Between:

ORILLIA SOLDIERS' MEMORIAL HOSPITAL
(hereinafter referred to as the "Hospital")

And:

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

The Hospital will continue its policy of paid parking which currently is on the basis of the following rates:

- Fifty-five dollars (\$55.00) per month for an employee card;
- Six dollars (\$6.00) per day for daily use.

Prior to any changes in these rates to reflect changes in costs of providing parking services, the proposed changes will be discussed at the Union/Hospital Committee. In the event the Hospital changes the rates, the Union has the right to grieve.

During the term of this collective agreement the Hospital agrees to invite a union representative, to be chosen by the union, as a member of a Parking Committee to be struck to discuss staff parking issues and concerns.

Signed at Orillia, this 28th day of July, 2009.

Renewed at Orillia, Ontario this 17th day of November, 2020.

FOR THE EMPLOYER

"Amy Hope"

"Sarah Kitchen"

"Nancy Bradley"

FOR THE UNION

"Tamara Smith" – BUP

"Kim Gibson"

"Lisa Martin"

"Richard Anderson" – LRO

**MEMORANDUM OF AGREEMENT FOR REGISTERED NURSE FIRST ASSISTANT
CLASSIFICATION**

Between:

ORILLIA SOLDIERS' MEMORIAL HOSPITAL
(hereinafter referred to as the "Hospital")

And:

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

Pursuant to Article 19.09 (a) of the Central Collective Agreement the parties have established a classification within the Bargaining Unit known as the Registered Nurse First Assistant (RNFA). This classification commenced December 7, 2000. Effective April 30, 2007 the terms and conditions shall be as follows:

- (a) The Hospital may post RNFA vacancies as it may deem necessary;
- (b) Successful candidates must meet and maintain the appropriate credentialing program and must have appropriate malpractice insurance as required by the College of Nurses, prior to and at all times while employed as an RNFA;
- (c) A nurse assigned the RNFA role will be paid the classification rate of pay as per Appendix A attached on the same step of the grid for all hours worked on the assigned tour. All other tours will be paid based on the applicable RN rate;
- (d) Placement on the RN and RNFA salary grids will be in accordance with Article 19.05 (a);
- (e) Vacation, sick leave and other paid absence will be paid based on the applicable RN rate unless they occur on a day scheduled for RNFA duty. All other benefits will be based on the applicable RN rate.
- (f) Scheduling will be determined by the Program Manager based on department needs, including flexible commencement of shift times as necessary, to a maximum of 50% shift;
- (g) Notwithstanding the foregoing, the parties agree to continue to pay the current incumbent, Wendy Stein, as a full-time RNFA until such time as she resigns, retires, transfers or changes her status in any way.

Re: Registered Nurse First Assistant Classification
Page Two

Signed at Orillia, this 28th day of July, 2009.

Renewed at Orillia, Ontario this 17th day of November, 2020.

FOR THE EMPLOYER

"Amy Hope"

"Sarah Kitchen"

"Nancy Bradley"

FOR THE UNION

"Tamara Smith" – BUP

"Kim Gibson"

"Lisa Martin"

"Richard Anderson" – LRO

**LETTER OF UNDERSTANDING FOR INDIVIDUAL SPECIAL CIRCUMSTANCE
AGREEMENTS**

Between:

ORILLIA SOLDIERS' MEMORIAL HOSPITAL
(hereinafter referred to as the "Hospital")

And:

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

The Employer and the Union may agree in certain circumstances to consider an individual special circumstance (ISC) program pursuant to Article 13.05 of the collective agreement.

The parties agree that the intention of creating this type of schedule is primarily to aid in the retention of staff. The ISC will be requested by the employee in writing, stating the reason for their request which may include but is not limited to retirement, education, or other exceptional circumstances.

To invoke an ISC the following conditions will apply:

- (a) The employee will remain a full-time employee.
- (b) This arrangement requires evaluation after twelve (12) months, at which point either the individual, or the hospital may end the agreement. Further application and approval is required if an extension is requested.
- (c) This arrangement may be discontinued at any time by either party with ninety (90) days written notice.
- (d) The employee will be deemed Full-time for purposes of entitlement to Extended Health, Pension, Dental and LTD coverage and be subject to the appropriate employee required deductions for such benefits.
- (e) LTD and Life Insurance benefits will be prorated based on the number of hours worked.
- (f) The employee will be entitled to short term disability as per the Collective Agreement by maintaining no loss of daily earnings. This benefit is provided on scheduled days of work only. Access to short term disability is not available on the determined ISC shift off.

Re: Individual Special Circumstance Scheduling
Page Two

- (g) Statutory holiday entitlement will be pro-rated based on hours worked plus paid time off in the four (4) weeks prior to the week in which the statutory holiday occurs divided by twenty (20).
- (h) The employee will be entitled to vacation accrual and entitlements based on the average weekly hours worked. The employees' vacation will be banked in hours to facilitate scheduling of full days off when requested as per the Collective Agreement.
- (i) The employee is required to pay full-time HOOPP contributions as though working full-time hours. The hospital will continue to pay their portion of the HOOPP premiums.
- (j) The employee will accrue full service and seniority each year as per the terms and conditions of the Collective Agreement.

All remaining terms and conditions of this Agreement will be governed by the Collective Agreement except as amended by the above.

Signed at Orillia, this 28th day of July, 2009.

Renewed at Orillia, Ontario this 17th day of November, 2020.

FOR THE EMPLOYER

"Amy Hope"

"Sarah Kitchen"

"Nancy Bradley"

FOR THE UNION

"Tamara Smith" – BUP

"Kim Gibson"

"Lisa Martin"

"Richard Anderson" – LRO

MEMORANDUM OF AGREEMENT FOR CLINICAL NURSE EDUCATORS & CLINICAL NURSE SPECIALISTS

Between:

ORILLIA SOLDIERS' MEMORIAL HOSPITAL
(hereinafter referred to as the "Hospital")

And:

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

1. Clinical Nurse Educators and Clinical Nurse Specialists are included within the existing Bargaining Unit.
2. The rate of pay for Clinical Nurse Educators shall be equivalent to the appropriate RN rate plus the appropriate responsibility premium referenced under Article 19.04 (d), as amended from time to time.
3. The rate of pay for Clinical Nurse Specialist shall be as follows:

Clinical Nurse Specialist

	Effective April 1, 2020	Effective April 1, 2021
Step 1	\$43.76	\$44.20
Step 2	\$45.38	\$45.83
Step 3	\$46.23	\$46.69
Step 4	\$49.53	\$50.03
Step 5	\$51.57	\$52.09

4. As of the date of signing there are no incumbents in these classifications.

Signed at Orillia, this 28th day of July, 2009.

Renewed at Orillia, Ontario this 17th day of November, 2020.

FOR THE EMPLOYER

FOR THE UNION

"Amy Hope"

"Tamara Smith" – BUP

"Sarah Kitchen"

"Kim Gibson"

"Nancy Bradley"

"Lisa Martin"

"Richard Anderson" – LRO

LETTER OF UNDERSTANDING FOR NEW GRADUATE GUARANTEE

Between:

ORILLIA SOLDIERS' MEMORIAL HOSPITAL
(hereinafter referred to as the "Hospital")

And:

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

With respect to the New Graduate Initiative, the parties agree to the following:

- (a) As per the New Graduate Guarantee, the hospital may hire full-time temporary supernumerary nurses, up to a maximum funding available as per the Ministry guidelines;
- (b) New graduates that were offered a supernumerary position (as per Appendix A) prior to the signing of this agreement shall be governed by the terms of this Agreement;
- (c) Positions will be created on medical or surgical units except as the parties otherwise agree. The parties agree that the introduction of all supernumerary positions shall be given due consideration.
- (d) No appointment will be made to a supernumerary position without prior discussion with the Union as to where the supernumerary nurses will be assigned, what will be expected of them, and what mentoring arrangement will apply.
- (e) Such positions will not be subject to internal postings or request for transfer processes outlined in Article 10.07;
- (f) Such nurses will be full-time and covered by the full-time collective agreement;
- (g) For the purposes of this Agreement and without prejudice to the Hospital's position regarding the application of same, such nurses will be in formal mentorship arrangements in accordance with Article 9.08 (c) and the Letter of Understanding on Mentoring;
- (h) The duration of such supernumerary appointments will be offered according to the period of funding. As per the new graduate initiative the minimum duration of supernumerary positions is three (3) months and the maximum duration is seven and a half (7.5) months.

Re: New Graduate Guarantee
Page Two

- (i) Such nurses can apply for and transfer to posted positions after the probationary period is completed;
- (j) Where nurses successfully post into positions (as per number 8 above) and, and the Ministry funding has not been fully utilized, the parties agree to meet to discuss potential opportunities for the utilization of said unused funds.
- (k) The Association will be provided with bi-weekly reports (via e-mail) of the status of the supernumerary positions. The parties further agree to discuss the supernumerary positions at the prescheduled Hospital Association Committee meetings.
- (l) In the event of a layoff in the area of assignment of the supernumerary nurse, either the Hospital or the Local Association may require that the supernumerary nurse shall be first laid off;
- (m) This Agreement is made without prejudice and precedent to either party.

Signed at Orillia, this 28th day of July, 2009.

Renewed at Orillia, Ontario this 17th day of November, 2020.

FOR THE EMPLOYER

“Amy Hope”

“Sarah Kitchen”

“Nancy Bradley”

FOR THE UNION

“Tamara Smith” – BUP

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“Lisa Martin”

“Richard Anderson” – LRO

**LETTER OF UNDERSTANDING FOR HOME DIALYSIS AND KIDNEY CARE – STANDBY
AND TELEPHONE CALL BACK**

Between:

ORILLIA SOLDIERS' MEMORIAL HOSPITAL
(hereinafter referred to as the "Hospital")

And:

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

Whereas it is the Hospital's intent to assign Home Dialysis and Kidney Care nurses stand-by duty to provide telephone support without attending the workplace, the following specific conditions apply:

1. The Hospital will determine the method for tracking and recording documentation related to telephone advice and any records retention and privacy issues.
2. Nurses assigned to standby duty shall ensure that they use call blocking mechanisms and submit appropriate documentation to support any request for reimbursement of long distance charges incurred.
3. Compensation for a call back from standby that does not require the nurse to leave her/his home will be at the rate of one and one half (1½) times the nurse's regular hourly rate per call in increments of thirty (30) minutes minimum. It is understood that this thirty (30) minute compensation will be considered compensation for all subsequent calls within that half (½) hour.
4. The assignment of Standby duty, the rate payable and any associated rights shall be maintained in accordance with the Central Hospital Collective Agreement.
5. Any changes proposed to the program, but not limited to, job description, technological changes, scheduling or on call will be discussed with the Union prior to any implementation, and this letter of understanding will be amended by the parties to reflect the changes.

The parties agree that a review of the foregoing will occur within six (6) months following the implementation of a standby system.

The parties further agree that this letter will be appended to the local collective agreement.

Re: Home Dialysis and Kidney Care – Standby and Telephone Call Back
Page Two

Signed at Orillia, this 28th day of July, 2009.

Renewed at Orillia, Ontario this 17th day of November, 2020.

FOR THE EMPLOYER

“Amy Hope”

“Sarah Kitchen”

“Nancy Bradley”

FOR THE UNION

“Tamara Smith” – BUP

“Kim Gibson”

“Lisa Martin”

“Richard Anderson” – LRO

LETTER OF UNDERSTANDING FOR FLEXIBLE SCHEDULING

Between:

ORILLIA SOLDIERS' MEMORIAL HOSPITAL
(hereinafter referred to as the "Hospital")

And:

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

All full-time and part-time Clinical Performance Specialists, Patient Navigators, Paediatric and Adult Diabetic Educators, Regional Sexual Assault and Domestic Violence Team, Dialysis Nurses, RNs employed as Crisis Workers and Mental Health Therapists, Nurse Practitioners and Geriatric In Patient Nurse Consult shall be provided with the opportunity to alter their normal working day, provided that the program and Hospital expectations are fulfilled, under the following criteria:

- (a) The normal daily tours shall be seven and one half (7.5) consecutive hours exclusive of a one half hour (0.5) unpaid meal period. However, where applicable, the work day may be flexible in length with the hours of working time to be established by mutual consent between the employee and the supervisor taking into account the needs of the Hospital.
- (b) Employees will select and schedule their working hours for the benefit of the clients and the department. Individuals will collaborate to ensure adequate work coverage.
- (c) Management approval is required prior to making a change to the employees' regular schedule through the use of flex-time. Such approval shall not be unreasonably withheld.
- (d) Flex-time must be balanced within four (4) weeks of utilization and is subject to the conditions of Article 13: Hours of Work.
- (e) The use of flex-time shall not result in the payment of any premium of overtime as outlined in Article 14: Premium Payment.

Signed at Orillia, this 28th day of July, 2009.

Renewed at Orillia, Ontario this 17th day of November, 2020.

FOR THE EMPLOYER

"Amy Hope"

"Sarah Kitchen"

"Nancy Bradley"

FOR THE UNION

"Tamara Smith" – BUP

"Kim Gibson"

"Lisa Martin"

"Richard Anderson" – LRO