

**APPENDICES TO THE COLLECTIVE AGREEMENT**

Between:

**PEMBROKE REGIONAL HOSPITAL**  
(Hereinafter called the "Hospital")

And:

**ONTARIO NURSES' ASSOCIATION**  
(Hereinafter called the "Association")

Full-time and Part-time

Expiry: March 31, 2023

## TABLE OF CONTENTS

|   | <u>Page</u> |
|---|-------------|
| APPENDIX 3 – SALARY SCHEDULE.....                                 | 3           |
| APPENDIX 4.....   | 8           |
| APPENDIX 5 – LOCAL PROVISIONS .....                               | 11          |
| ARTICLE A – RECOGNITION .....                                     | 11          |
| ARTICLE B – MANAGEMENT RIGHTS.....                                | 11          |
| ARTICLE C – ASSOCIATION REPRESENTATION.....                       | 12          |
| ARTICLE D – LEAVE OF ABSENCE – ASSOCIATION BUSINESS (LOCAL) ..... | 13          |
| ARTICLE E – HOURS OF WORK.....                                    | 14          |
| ARTICLE F – PART-TIME COMMITMENT .....                            | 18          |
| ARTICLE G – POSTING OF SCHEDULES.....                             | 20          |
| ARTICLE H – SCHEDULE CHANGES.....                                 | 21          |
| ARTICLE I – INNOVATIVE SCHEDULING .....                           | 22          |
| ARTICLE J – VACATION .....  | 28          |
| ARTICLE K – SAFE AND HEALTHY ENVIRONMENT .....                    | 29          |
| ARTICLE L – STANDBY .....   | 30          |
| ARTICLE N – OFFERING OF OVERTIME / PREMIUM HOURS .....            | 31          |
| ARTICLE O – REASSIGNMENT GUIDELINES .....                         | 32          |
| ARTICLE P – PAID HOLIDAYS .....                                   | 32          |
| ARTICLE Q – SENIORITY LISTS .....                                 | 33          |
| ARTICLE R – GENERAL .....   | 33          |
| ARTICLE S – PAY NOTIFICATIONS.....                                | 34          |
| ARTICLE T – TRAVEL REIMBURSEMENT .....                            | 34          |
| ARTICLE U – MISCELLANEOUS .....                                   | 34          |
| ARTICLE V – ELECTRONIC DOCUMENTATION.....                         | 35          |
| ARTICLE W – VOLUNTARY PART-TIME BENEFITS.....                     | 35          |
| LETTER OF UNDERSTANDING .....                                     | 38          |
| Re: Part-time Scheduling Commitment: Part-time Type 2.....        | 38          |
| LETTER OF UNDERSTANDING .....                                     | 40          |
| Re: Article 13.03 Innovative Unit Scheduling LDRP.....            | 40          |

**APPENDIX 3 – SALARY SCHEDULE****Hourly Rates****Registered Nurse**

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

The part-time hourly salary rates shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13% in lieu of fringe benefits,  
(9% for nurses who are members of the Hospital's Pension Plan).

**APPENDIX 3 – SALARY SCHEDULE****Hourly Rates****Occupational Health Nurse****Infection Control Nurse****Clinical Resource & Discharge Nurse****Clinical Resource & Hospital Charge Nurse****Clinical Resource & Program Charge Nurse**

|          | Effective<br>April 1, 2021 | Effective<br>April 1, 2022 |
|----------|----------------------------|----------------------------|
| Start    | \$36.16                    | \$36.52                    |
| 1 Year   | \$36.28                    | \$36.64                    |
| 2 Years  | \$36.78                    | \$37.15                    |
| 3 Years  | \$38.63                    | \$39.02                    |
| 4 Years  | \$40.37                    | \$40.77                    |
| 5 Years  | \$42.61                    | \$43.04                    |
| 6 Years  | \$44.84                    | \$45.29                    |
| 7 Years  | \$47.08                    | \$47.55                    |
| 8 Years  | \$50.42                    | \$50.92                    |
| 25 Years | \$51.31                    | \$51.82                    |

Any nurse performing the duties of the Clinical Resource Nurse for any hours will be paid in accordance with Article 19.04 (d) Group Leader.

The part-time hourly salary rates shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13% in lieu of fringe benefits,  
(9% for nurses who are members of the Hospital's Pension Plan).

**APPENDIX 3 – SALARY SCHEDULE****Hourly Rates****Registered Nurse First Assistant (RN/RNFA)**

|          | Effective<br>April 1, 2021 | Effective<br>April 1, 2022 |
|----------|----------------------------|----------------------------|
| Start    | \$40.36                    | \$40.76                    |
| 1 Year   | \$40.61                    | \$41.02                    |
| 2 Years  | \$41.19                    | \$41.60                    |
| 3 Years  | \$43.38                    | \$43.81                    |
| 4 Years  | \$45.46                    | \$45.91                    |
| 5 Years  | \$48.53                    | \$49.02                    |
| 6 Years  | \$51.53                    | \$52.05                    |
| 7 Years  | \$51.65                    | \$52.17                    |
| 8 Years  | \$53.86                    | \$54.40                    |
| 25 Years | \$54.74                    | \$55.29                    |

The part-time hourly salary rates shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13% in lieu of fringe benefits,  
(9% for nurses who are members of the Hospital's Pension Plan).

**APPENDIX 3 – SALARY SCHEDULE****Hourly Rates****Nurse Practitioner**

|          | Effective<br>April 1, 2021 | Effective<br>April 1, 2022 |
|----------|----------------------------|----------------------------|
| Start    | \$51.02                    | \$51.53                    |
| 1 Year   | \$51.41                    | \$51.92                    |
| 2 Years  | \$51.87                    | \$52.39                    |
| 3 Years  | \$53.26                    | \$53.79                    |
| 4 Years  | \$54.63                    | \$55.18                    |
| 5 Years  | \$56.36                    | \$56.92                    |
| 6 Years  | \$58.09                    | \$58.67                    |
| 7 Years  | \$59.86                    | \$60.46                    |
| 8 Years  | \$62.39                    | \$63.01                    |
| 25 Years | \$63.08                    | \$63.71                    |

The part-time hourly salary rates shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13% in lieu of fringe benefits,  
(9% for nurses who are members of the Hospital's Pension Plan).

**APPENDIX 3 – SALARY SCHEDULE****Hourly Rates****Registered Nurse with Temporary Registration**

|       | Effective<br>April 1, 2021 | Effective<br>April 1, 2022 |
|-------|----------------------------|----------------------------|
| Start | \$32.79                    | \$33.12                    |

The part-time hourly salary rates shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13% in lieu of fringe benefits,  
(9% for nurses who are members of the Hospital's Pension Plan).

**APPENDIX 4**

**SUPERIOR BENEFITS AWARDED BY THE CENTRAL ARBITRATION AWARD  
DATED OCTOBER 23, 1981**

---

Clause #  
Central  
Agreement  
(Full-time) Applicable Clause From Existing Collective Agreement

---

- 10.04 Note 11.07      Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:
- (a)      Annual Vacation
  - (b)      When in receipt of illness allowance up to but not including any long-term disability allowance.
  - (c)      When in receipt of Workers' Compensation Board payments for a period of up to three (3) calendar months.
  - (d)      When on leave of absence with pay.
  - (e)      When on leave of absence without pay for a period of one (1) month or less.

Any full time or part time nurse who has successfully completed a course which totals over 360 hours will receive ten dollars (\$10.00) a month. A module course of 360 hours which results in a diploma when all modules are completed is eligible. The course must relate to the position. The diploma or a copy will be presented to the Director. (APPLIES TO NURSES WHO QUALIFIED UNDER THE PEMBROKE CIVIC HOSPITAL)

Any full time or regular part time nurse who completes her degree which is related to her work will receive fifty dollars (\$50.00) a month. The diploma or a copy will be presented to the Director. (APPLIES TO NURSES WHO QUALIFIED UNDER THE PEMBROKE CIVIC HOSPITAL).

When a casual is assigned a temporary permanent position she shall be entitled to the above.



**APPENDIX 4**

SUPERIOR BENEFITS AWARDED BY THE CENTRAL ARBITRATION AWARD  
DATED OCTOBER 23, 1981

---

Clause #  
Central  
Agreement  
(Part-time)

Applicable Clause from Existing Collective Agreement

---

15 Note      Casual Part-time Nurses

16.01 If a nurse works on a holiday as designated in the full-time agreement, she shall be paid at time and one-half her regular straight time hourly rate for all hours worked on such holiday. Where in addition, she is required to work additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled shift for such nurse), she shall receive two times her regular straight time hourly rate for such additional hours worked.

Part-Time Nurses

16.03 The provisions of the Employment Standards Act shall cover entitlement to holiday pay for designated holidays.

## APPENDIX 4

Applicable only to the nurses of the Psycho Geriatric program who transferred from Marianhill to PRH.

### Bereavement Leave

An employee shall be entitled to bereavement leave without loss of pay or benefits as herein provided. Such leave shall apply to part-time employees for days that they are scheduled to work. The following relatives are covered by the provision of this article: parents, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law an entitlement of three (3) days shall be granted, an entitlement of five (5) days shall be granted for spouse, common law spouse and same-sex spouse children and step-children, which must be consecutive and must normally be taken to coincide with the funeral of the deceased person. Additional days shall not be granted if any of the consecutive days are on regular days off. An additional day shall be granted if the funeral is held beyond a 200 mile radius of home.

Applicable only to the nurses of the Psycho Geriatric program who transferred from Marianhill to PRH

### Benefits for Retirees

The employer agrees to pay 50% of the dental plan and health care plan for retirees between the ages of 55 and 65 years.

Applicable only to the nurses of the Psycho Geriatric program who transferred from Marianhill to PRH.

Geriatric Mental Health Nurses will provide the Employer with proof of valid driver's license and vehicle insurance on the yearly renewal anniversary date of each. Employees will be reimbursed two hundred dollars (\$200) for liability insurance of two million dollars (\$2,000,000).

## **APPENDIX 5 – LOCAL PROVISIONS**

### **FULL-TIME AND PART-TIME**

#### **ARTICLE A – RECOGNITION**

- A.1 By virtue of the Certificate issued by the Ontario Labour Relations Board, dated December 3, 1973, and the accompanying decision with respect to the composition of the Bargaining Unit, the Hospital recognizes the Association as the exclusive Collective Bargaining Agent of all lay full-time registered and graduate nurses engaged in a nursing capacity, save and except head nurses, persons above the rank of head nurse and persons regularly employed less than the standard number of hours as specified herein.
- A.2 By virtue of the Certificate issued by the Ontario Labour Relations Board, dated December 3, 1973, and the accompanying decision with respect to the composition of the Bargaining Unit, the Hospital recognizes the Association as the exclusive Collective Bargaining Agent of all lay part-time registered and graduate nurses engaged in a nursing capacity, save and except head nurses, and persons above the rank of head nurse.

#### **ARTICLE B – MANAGEMENT RIGHTS**

- B.1 Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority of Management are retained by the Management and remain exclusively and without limitation within the rights of Management.
- B.2 Without limiting the generality of the foregoing, Management's rights include:
- (a) The right to maintain order, discipline and efficiency, and in connection herewith to make, alter and enforce from time to time, reasonable rules and regulations, policies and practices, to be observed by its nurses, and the right to discipline or dismiss nurses for just cause.
  - (b) The direction of the working forces; the right to plan, direct and control the operation of the Hospital; the right to introduce new and improved methods, facilities and equipment; the right to determine the amount of supervision necessary, combining or splitting up departments, work schedules, establishment of standards and quality of care, the determination of the extent to which the Hospital will be operated and the increase or decrease in employment.
  - (c) The right to select, hire, discipline, dismiss, transfer, assign to shift, promote, demote, classify, layoff, recall, suspend, retire employees and select employees for positions not covered by this Agreement, provided that a claim by a nurse that she has been discharged, suspended, or disciplined without just cause may become the subject of a grievance and may be dealt with as herein provided.
  - (d) The sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in this Hospital.

- (e) The right to generally operate the Hospital in a manner consistent with the obligations of the Hospital to the general public in the community served.

B.3 The Hospital agrees that in exercising its rights as enumerated above, it will not be in a manner inconsistent with the provisions of this Agreement.

### **ARTICLE C – ASSOCIATION REPRESENTATION**

C.1 There shall be an Association-Hospital Committee composed of four (4) nurses (at least one (1) of whom is part-time) and up to four (4) representatives of the Hospital.

C.2 There shall be a Grievance Committee of not more than three (3) nurses (at least one (1) of whom is part-time).

C.3 There shall be a Negotiating Committee of not more than four (4) nurses (at least one (1) of whom is part-time).

C.4 There may be up to thirteen (13) nurse representatives to cover both full-time and part-time nurses. Annually, the Union will provide the Director of Human Resources with a listing of at least six (6) nurses that can act as nurse representatives in meetings with the Employer.

C.5 If a nurse representative is transferred from one area to another, such nurse shall continue to be recognized by the Hospital as a representative for the period of her term for all matters, except if transferred to a managerial position.

C.6 The Hospital will arrange with the Bargaining Unit President of the Association or designate thirty (30) minutes of time with newly hired nurses as part of the Hospital orientation. The Hospital will provide the Bargaining Unit President or designate with the Hospital Orientation dates at least one (1) week in advance.

C.7 The Employer shall recognize one ONA member as certified worker under the Occupational Health and Safety Act.

C.8 The Hospital shall recognize a Joint Association/Hospital Professional Development Committee, consisting of one (1) full-time and one (1) part-time ONA representative and an equal number of Hospital representatives. The Bargaining Unit President will notify the Hospital in writing of the ONA representatives.

C.9 Local Coordinator Leave

The Hospital agrees to grant leaves of absence without pay, to employees elected to the position of Local Coordinator. It is understood and agreed that a Local Coordinator shall be granted such leave(s) as she/he may require in fulfilling the duties of the position, in accordance with Article D.1.

C.10 The Employer will make reasonable efforts to schedule meetings which require ONA representation on the representative's scheduled day of work.

**ARTICLE D – LEAVE OF ABSENCE – ASSOCIATION BUSINESS (LOCAL)**

- D.1 In requesting leave of absence days for association business, the Association shall, where possible:
- (a) provide notice of at least one (1) week unless circumstances do not permit;
  - (b) provide that no more than six (6) full-time nurses request such leave at any one time, conditional upon no more than two (2) nurses being from the same Unit of the Hospital;
  - (c) provide that the total number of days in any one calendar year for such leave for all nurses not exceed sixty (60).
  - (d) In the event that a member of the Bargaining Unit is elected as a local coordinator of the Association the number of days shall be increased to one hundred (100).
- D.2 A nurse who is elected to a Provincial Committee of the Ontario Nurses' Association, shall be granted upon request such leave(s) of absence as she may require to fulfil the duties of her position. Reasonable notice sufficient to adequately allow the Hospital to minimize disruption of its services shall be given to the Hospital for such leave of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided elsewhere in this Agreement. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.
- D.3
- (a) The Hospital agrees to grant paid leave of absence of ninety (90) hours per year for the Bargaining Unit President to assist in the provision of union business with the Hospital. These hours of leave will be taken in full shifts at regular intervals (ie. one 7.5 hour shift per month or eight 11.25 hour shifts spread over a one year period). The Manager of the Bargaining Unit President will define the days and times throughout the year when this leave can be pre-scheduled and the Bargaining Unit President will select from the times and dates provided. The Bargaining Unit President will continue to accrue seniority and service while on such leave.
  - (b) The Employer will pay the Bargaining Unit President or designate at regular straight time hourly rate for all time spent attending meetings with the Employer outside regularly scheduled hours.
  - (c) The Hospital agrees to pay the Grievance Chairperson or designate for all time spent in meeting with the Employer outside their scheduled work hours.

**ARTICLE E – HOURS OF WORK****E.1 Scheduling Provisions – 11.25 Hour Extended Tours**

- (a) A longer daily tour may be introduced by the Hospital with the approval of the local Association, in accordance with Article 13.02.

Extended Tours will be introduced in a Unit when a successful vote has been conducted by the Union and the Hospital, and when sixty-six percent (66%) of the nurses on the unit who vote by secret ballot, agree to extended tours.

Extended Tour rotations must abide by the collective agreement in all respects. Nurses shall not be required to work more than three (3) consecutive extended tours or four (4) tours of a combination of extended and regular tours. There will be at least twelve (12) hours off between tours.

The Clinical Manager will provide all the scheduling criteria that needs to be included in the development of the master rotation, including preassigned lines put in place to meet workplace accommodations due to disabilities; which may be adjusted from the existing line in consultation with the Union. The Clinical Manager will develop a master rotation. The nurses on the Unit will be encouraged to submit at least one master rotation that meets the scheduling criteria. The nurses will vote on the master rotations submitted and the decision on the master rotation will be based on a majority vote of the nurses who vote. For clarity any other rotation changes will be done as per article G 2.

The master rotations will be chosen by seniority. Rotation selection must be approved by the Clinical Manager and it is understood that even though lines have been chosen by seniority lines may have to be adjusted based on seniority and skill sets. Approval will not be unreasonably denied. Nurses who fail to choose a rotation within a reasonable timeframe may have one assigned to them by their manager.

The new master rotation will be implemented four (4) weeks after the rotation selection process has been completed or at any time sooner with agreement of the nurses on the new master rotation.

Each unit will post its own master rotation. In addition, the schedules of the Resource Team nurses will be posted on the Medical Unit.

When a vote to introduce or discontinue extended tours has taken place there will be no subsequent vote for extended tours for a period of nine (9) months.

Full-time nurses will be scheduled a minimum of 50% of tours worked on the day shift except where the nurse chooses to work permanent shifts.

- (b) Extended tours may be discontinued in any unit when:
- i) the Hospital provides the Association with written notice ninety (90) days in advance, of its desire to discontinue the extended tours; or..

- ii) when fifty percent (50%) of the nurses in the unit so indicate by a secret ballot.

When written notice of discontinuation is given by either party, then the parties shall meet within two (2) weeks of the written notice to discuss the request for discontinuation; and where it is determined that the extended tours will be discontinued, the affected nurses shall be given a minimum of sixty (60) days notice of the discontinuation before the schedules are amended.

- (c) Nurses will have at least one (1) weekend in two (2) weekends off duty.
- (d) There will be a total of forty-five (45) minutes of paid break time and forty-five (45) minutes of unpaid meal time. The first forty-five (45) minutes of breaks shall be unpaid. The next forty-five minutes of breaks in total shall be paid.

## E.2 Scheduling Provisions – 7.5 Hour Regular Tours

- (a) Whenever possible master rotations would be developed for all units according to the following:

The Clinical Manager will provide all the scheduling criteria that need to be included in the development of the master rotations, including preassigned lines put in place to meet workplace accommodations due to disabilities; which may be adjusted from the existing line in consultation with the Union. The Clinical Manager will develop a master rotation. The nurses on the Unit will be encouraged to submit at least one master rotation that meets the scheduling criteria. The nurses will vote on the master rotations submitted and the decision on the master rotation will be based on a majority vote of the nurses who vote.

- i) The master rotations will be chosen by seniority. Rotation selection must be approved by the Clinical Manager. Approval will not be unreasonably denied. Nurses who fail to choose a rotation within a reasonable timeframe may have one assigned to them by their manager.

The new master rotation will be implemented four (4) weeks after the rotation selection process has been completed or at any time sooner with agreement of the nurses on the new master rotation.

- ii) Each unit will post its own master rotation. In addition, the schedules of the Resource Team nurses will be posted on the Medical Unit.

- (b) i) The nurses will have at least one (1) weekend in two (2) weekends off duty.

- ii) A nurse shall not be required to work more than six (6) consecutive tours without receiving a day off. The nurse will be paid at the appropriate premium rate for each day in excess of six tours until a day off is provided. If the employee agrees to work the seventh (7<sup>th</sup>) day, the Hospital may cancel the employee's eighth (8<sup>th</sup>) day.

- E.3 A nurse will receive premium pay for all hours worked on a second consecutive and subsequent weekend as per article E.12 save and except where:
- (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - (b) such nurse has requested weekend work; or
  - (c) such weekend is worked as the result of an exchange of shifts with another nurse.

E.4 A nurse shall have at least sixteen (16) hours off between regular tours of seven and one half (7.5) hours failing which, the nurse shall be paid at overtime rates of pay for the tour.

E.5 A nurse shall have at least forty-eight (48) hours off between a night tour and a day tour failing which, the nurse shall be paid at overtime rates of pay for the day tour. This shall not apply for shifts offered in accordance with the Letter of Understanding re: Part-time Shift Protocol, where a part-time nurse and the Hospital mutually agree that a shorter period of time may be scheduled.

E.6 Consideration shall be given by the Hospital to nurses who request to work on permanent evenings or nights.

When a full-time vacancy occurs that is a permanent evening or night rotation, the position shall revert to either a two shift or three shift rotations and the unit master rotation will be revised.

E.7 Unless mutually agreed between the hospital and the nurse involved, nurses will receive five (5) consecutive days off during the Christmas and New Year's period. This provision will not apply to areas where nurses normally work Monday to Friday and are not normally scheduled to work on a paid holiday.

Christmas is defined as December 24<sup>th</sup>, 25<sup>th</sup>, 26<sup>th</sup>. For clarity, the period of time scheduled off work must include the period commencing from 0700 on December 24<sup>th</sup> and ending at 0700 on December 27<sup>th</sup>. New Year's is defined as December 31<sup>st</sup> and January 1<sup>st</sup>. For clarity, the period of time scheduled off work must include the period commencing from 0700 on December 31<sup>st</sup> and ending at 0700 on January 2<sup>nd</sup>. In order to schedule the aforementioned days off, during the four weeks which include December 15<sup>th</sup> to January 5<sup>th</sup>, the weekend provisions of Articles E.2 and E.3 may be changed such that

- (a) two weekends are scheduled off in the four week period; and
- (b) the requirement in Article E.9 for 50% day shifts may be waived.

Nurses will be granted these holidays on an alternating basis from year to year in their work unit.

Nurses who are not entitled to time off as mentioned above may be granted such time off if other nurses have volunteered to work such time. It is agreed that such requests shall be granted on a seniority basis. Nurses may also be granted the opportunity to exchange shifts.



- E.8 The criteria for establishing the normal staffing pattern shall not be affected by the presence of students in the nursing or practical nursing programs including orientation.
- E.9(FT) Where nurses work both day/night shifts or day/evening shifts, the percentage of day shifts should be at least fifty per cent (50%), unless a higher percent of evening or night shifts is requested by the nurse.
- E.10(FT) Where a nurse elects equivalent time off for overtime, it shall be taken at a mutually agreeable time, in accordance with current Hospital policy.
- E.11 The following definition of daily tour will apply but does not limit the evening and night premiums (differential):
- Day tour: 0700 to 1500  
Evening tour: 1500 to 2300  
Night tour: 2300 to 0700
- E.12 It is understood that a weekend off consists of fifty-six (56) consecutive hours off work during the 64 hour period from 1500 hours Friday until 0700 hours Monday for regular tours of seven and one half (7.5) hours.
- Nurses working extended tours shall be scheduled off from 1900 Friday until 0700 Monday on their weekend off.
- E.13 A unit that has requested a two (2) shift rotations will be allowed to do so. Implementation and introduction will be negotiated between the parties.
- E.14 During the unpaid (30) thirty minute break, nurses may leave the hospital premises with the permission of the Clinical Manager or designate provided report and all assigned duties are passed on by the nurse to their covering nurse.
- E.15 Requests to use banked time off will be in writing. Banked time off may be taken concurrently with scheduled weekends off, or at another mutually agreeable time. Banked time off will be granted for a minimum of a four (4) hour period or may be requested as a regular or extended tour off on the approved form.
- Nurses will identify the time to be banked at the time overtime is authorized. Requests for time to be banked must be submitted in writing to the Staffing Office on the approved form.
- Nurses may bank seventy-five (75) hours as banked time off in each fiscal year. Any time accumulated as premium time beyond the above-noted hours per fiscal year will be paid out at the time it is earned but no later than the end of the fiscal year.
- Nurses will request in writing on the approved form, the payment of banked time.

**ARTICLE F – PART-TIME COMMITMENT****F.1 Part-time Work Commitment**

Part-time nurses will be available for 52 weeks per year minus the nurse's annual vacation entitlement.

Both Part-time 1 and Part-time 2 positions will be posted in accordance with Article 10.07 of the Central Collective Agreement, all postings will clearly indicate if it is for a Part-time 1 or Part-time 2 position.

Part-time and casual nurses may make themselves available to pick up shifts in more than one unit based on their written availability provided they have the skills and ability to work there. .

They may be scheduled shifts on the posted schedule, once all regular Part-time and casual staff from that unit have been provided the opportunity to be scheduled as per their written availability any additional hours up to Full-time hours.

Unless mutually agreed otherwise by the parties, the part-time commitment will be not less than twenty-two point five (22.5) hours per pay period scheduled on a master rotation.

The Employer will post the deadline dates for part-time nurses to provide their availability on the Units. Unavailability will be provided on a quarterly basis, and in conjunction with the vacation submission deadlines.

Regular part-time nurses must be available to work a minimum of thirty-seven point five (37.5) hours per pay period. The 37.5 hours within any pay period shall include working every other weekend. Regular part-time nurses on the exclusion form may make themselves unavailable for additional hours of work beyond their 37.5 hour commitment. Twenty-one (21) days prior to the posting of the work schedule, all regular part-time nurses who are either not interested in being offered additional shifts or who are unavailable for particular additional shifts, must submit an exclusion (i.e. unavailability) form.

When all regular part-time nurses in the unit have reached their commitment of 37.5 hours, additional hours up to seventy-five (75) hours per pay period may be assigned based on the nurses' Exclusion Form by seniority.

Following the posting of the work schedule, a nurse is not obligated to accept an offer of an additional shift even if it is not identified as shift "excluded" on the form. The scheduling provision as defined in Article E will apply to part-time nurses unless specifically noted otherwise.

It is understood that the hospital will not be required to offer tours which would result in premium pay, however, when such tours are offered, they shall be offered in accordance with Article N.1 (a).

- (a) Casual nurses will submit an exclusion form to the staffing office as per the above designated deadline dates. The Hospital will offer shifts to casual nurses based on their exclusion forms by seniority.

(b) Part-Time Work Commitment and Scheduling

Part-time Nurses, in accordance with seniority and availability, who are scheduled to work the weekend adjacent to a holiday, will also be scheduled for the holiday. Part-time Nurses who work on the holiday weekend will be given, in order of seniority, first priority for additional work on the holiday. For clarity, this article does not amend the master rotation and applies only to additional available shifts. The Christmas and New Year's holidays are excluded from being scheduled as per this article. The Easter weekend holidays will be scheduled as a block of four (4) shifts.

F.2 A nurse is entitled to only one position. In the event that a part-time nurse's position requires him/her to work in more than one area, the scheduling rules will be applied for the position as a whole. The posting shall identify the "home" base. The nurse will be assigned additional shifts in accordance with Article F.1 in the home base prior to assigning shifts in the alternate area.

The nurse shall be scheduled additional shifts in the alternate area(s) after shifts are offered to regular Part-time and casual staff from that unit have been provided the opportunity to be scheduled as per their written availability any additional hours up to full time hours.

Notwithstanding the foregoing, in the event that the nurse cannot achieve his/her 37.5 hour part-time commitment with additional shifts from his/her home base, he/she will be entitled to additional shifts in the alternate area with the same priority as a regular part-time nurse from that area, up to the 37.5 hour part-time commitment.

F.3 Tours of Less Than 7.5 Hours

- (a) The Hospital may schedule tours of less than 7.5 hours where deemed necessary to maintain appropriate levels of service.
- (b) Where a nurse is scheduled to work less than the normal tour (7.5 hours) Article E in its entirety applies except as amended by the following:
  - i) the Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum;
  - ii) no nurse 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 nurse or represent the hours of work for a position which has been posted.
  - iii) relief periods shall be in accordance with 13.01 (b).

F.4 Offering of Additional Shifts

- (a) Additional shifts that become available after the schedule is posted will be offered by seniority to regular part-time nurses as per the declared availability. The Employer will contact by phone or electronically all such nurses in order of seniority until a nurse tentatively agrees to the shift. A nurse with greater seniority will have two hours from the call to the more junior nurse, to claim the shift. If a senior nurse fails to respond within two hours of messages left for the nurse, the shift will be confirmed with the

nurse who accepted and agrees to be scheduled for the shift. If a more senior nurse claims the shift, the more junior nurse will be advised as soon as possible, but no later than the end of the two hour period.

- (b) For any additional shifts that become available with less than seventy-two (72) hours' notice, nurses will be called in order of seniority, until a nurse accepts the shift.
- (c) No known additional shifts will be left to the last minute in order to be scheduled with less than seventy-two (72) hours.
- (d) Time of call and the expected response time will be left with the nurse's answering machine if personal contact cannot be established. Such call will be properly recorded by the caller.
- (e) Should the Hospital obtain technology that would support a more efficient practice of offering shifts, such new technology and associated practices will be implemented in consultation and agreement with the Union and such agreement shall not be unreasonably denied.

## **ARTICLE G – POSTING OF SCHEDULES**

- G.1
  - (a) The schedules covering the period of June 15<sup>th</sup> to September 30<sup>th</sup> shall be posted May 15<sup>th</sup> at 1200 hours. If May 15<sup>th</sup> falls on a weekend (Saturday or Sunday) the rotation will be posted on the Monday following May 15<sup>th</sup> by 1200 hours.
  - (b) The schedules for the Christmas/New Year's period covering December 15<sup>th</sup> to January 15<sup>th</sup> will be posted by October 15<sup>th</sup> at 1200 hours. If October 15<sup>th</sup> falls on a weekend (Saturday or Sunday) the schedule will be posted on the Monday following October 15<sup>th</sup> by 1200 hours.
  - (c) All schedules, regular and extended tours, shall be posted a minimum of three (3) weeks in advance covering a minimum of six (6) weeks except as otherwise agreed to by the parties, any anticipated delay or change in the duration will be communicated in advance to the Union by the manager, or Staffing Office.
  - (d) For those units that have no master lines the employer will endeavour to balance their FTE on a bi-weekly basis.

### **G.2 Master Rotation Changes**

- (a) Finalized copies of newly developed master rotations shall be provided to the Bargaining Unit President.
- (b) Anytime there are changes that impact on the master rotation staff will be able to submit one they have developed for consideration and a unit vote if necessary if more than one master rotation has been developed.
- (c) Where a master rotation schedule is changed pursuant to the above, individual schedule rotations will be awarded on the basis of seniority with appropriate skill mix consideration. Where the master rotation contains a job sharing arrangement, the original holder of the full-time position shall indicate the line to be taken.

- (d) Individual lines on a permanent master rotation shall not be changed without prior discussion between the employee affected and the Manager. Copies of the master schedule that include the proposed changes will be available.
- (e) Where a unit has a master rotation and a permanent full-time line becomes vacant, requests may be submitted in writing for consideration to transfer to the vacant line in the rotation. Considering appropriate skills of registered employees, the transfer may be granted to a full-time employee on the affected unit prior to posting the vacancy.

## **ARTICLE H – SCHEDULE CHANGES**

- H.1 (a) A nurse may be permitted to exchange her regularly scheduled shifts and/or days off with another nurse provided that such request is submitted in writing to the Staffing Office or if after-hours to the Hospital Charge Nurse and co-signed by the nurse willing to exchange scheduled shifts or days off. Such request shall not be unreasonably denied. When inconvenient to return to the Hospital, the nurse agreeing to take on the shift may phone in her consent to the Staffing Office. Nurses shall endeavour to provide as much advance notice as practical.

### H.2 Exchange of Shift for Time Off

In accordance with Article H.1, a nurse will be permitted to find her own replacement at straight time for a paid day off according to the following:

- (a) Staffing office will first try to provide the paid day off for the nurse by implementing its normal staffing scheduling procedures.
- (b) Where the nurse is denied the day off because there is no nurse available to work the shift at straight time, the nurse may attempt to find her own replacement.
- (c) Where a nurse finds another nurse who will exchange scheduled time off to work, the nurse scheduled shall be allowed to use any paid time to be granted time off (e.g. banked time, earned Statutory Holiday lieu day, vacation hours).
- (d) The nurse who exchanges her day off to work for a nurse will not be paid premium pay for time worked as a result of the exchange to work the shift for scheduled time off.

- H.3 All requests for short term leaves will be submitted in writing. All requests, except for vacation requests, shall be responded to within five business (5) days after the request has been duly submitted. Vacation requests will receive a response as per Article I.

- H.4 Where the parties agree that an error has been made under the Scheduling Provisions in the Collective Agreement in the distribution of shifts for part-time nurses, or where an error is made for the call-in process for the allocation of additional shifts to part-time and/or full-time employees, the parties agree the error will be remedied as follows:

- (a) Within seven (7) calendar days of the agreement between the parties that an error has been made, the affected Nurse will provide availability for the next sixty (60) days. The affected Nurse will be offered a shift as an extra within those sixty (60) days based on submitted availability.
- (b) The extra shift will be paid at the rate of pay which the Nurse would have received had the offer been made according to the Collective Agreement.
- (c) The Nurse working the extra shift will not be counted in the minimum staffing for the unit and will work as an extra staff member for the scheduled shift.
- (d) The Nurse working as an extra will not be assigned as a replacement if an absence subsequently arises on that shift which requires a call-in replacement of a regular part-time Nurse.
- (e) If the Hospital does not offer the affected Nurse an extra shift in accordance with this Article, the Nurse will be paid at the rate the Nurse would have received due to the scheduling error.

## **ARTICLE I – INNOVATIVE SCHEDULING**

Either party wishing to introduce innovative scheduling will provide recommendations for discussion and negotiation as per Article 13.03 of the Central Agreement.

### **I.1 Weekend Worker**

A full-time nurse wishing to become a weekend worker as per article 13.04 of the Central Agreement will put such requests in writing to the Clinical Program Director, with a copy to the Union. If the Hospital and the Union agree to introduce a unit weekend schedule, the parties will meet to negotiate how this schedule is to be introduced and any subsequent discontinuation.

Should the hospital wish to create a full-time weekend worker position the Hospital will notify the Union in writing and meet with the Union to discuss how this affects the present schedules, part-time tours, discontinuation and in what manner the positions are to be filled.

A Weekend Worker will be scheduled to work Friday, Saturday and Sunday or Saturday, Sunday and Monday each weekend. A Weekend Worker's schedule will remain unchanged during the Christmas and New Year's periods and the nurse will work Christmas and New Year's on any year that these holidays fall on their regularly scheduled weekend schedule.

### **I.2 2 Days / 2 Nights Rotations**

The introduction of and extended tour 2 Days / 2 Nights rotation shall be approved by the Clinical Manager and will only be implemented following a successful vote for extended tours in accordance with E.1.

- (a) Full-time nurses will declare their interest in writing to work this rotation. The written requests will be submitted to the Clinical Manger and copied to the Bargaining Unit President. Nine (9) full time nurses is the optimal

number but if an appropriate rotation can be developed, consideration of a group other than nine (9) may be granted. Where more than the required numbers of full-time nurses express interest, the selection of nurses to work this rotation shall be made by seniority.

The Clinical Manager will provide all the scheduling criteria that need to be included in the development of the master rotation, including preassigned lines put in place to meet workplace accommodations due to disabilities; which may be adjusted from the existing line in consultation with the Union. The Clinical Manager will develop a master rotation. The nurses on the Unit will be encouraged to submit at least one master rotation that meets the scheduling criteria. The nurses will vote on the master rotations submitted and the decision on the master rotation will be based on a majority vote of the nurses who vote.

The new master rotation will be implemented four (4) weeks after the rotation selection process has been completed or at anytime sooner with agreement of the nurses on the new master rotation.

- (b) 2 Days 2 Nights rotations may be discontinued in any unit when:
  - i) the Hospital provides the Union with written notice ninety (90) days in advance, of its desire to discontinue the 2 Days / 2Nights rotation; or
  - ii) if after a period of nine (9) months with this rotation in place, fifty percent (50%) of the nurses working the 2 Day 2 Night rotation in the unit indicate by a secret ballot.
- (c) When it has been determined that the 2 Days / 2 Nights rotation will be discontinued the parties shall meet within two (2) weeks to discuss the discontinuation. The affected nurses shall be given a minimum of sixty (60) days notice of the discontinuation prior to schedules being amended.
- (d) When a vote to discontinue 2 Days / 2 Nights rotations has taken place there will be no subsequent vote for 2 Days / 2 Nights rotations for a period of nine (9) months.
- (e) Nurses shall not be required to work more than four (4) extended tours in a row. If a nurse works a fifth (5<sup>th</sup>) tour, they will receive pay at a premium rate, for all hours worked on the fifth (5<sup>th</sup>) and consecutive successive tours.
- (f) Nurses will not be scheduled to work more than three consecutive weekends. If a nurse works on a fourth weekend, the nurse will be paid at premium rates for all hours worked on the fourth (4<sup>th</sup>) and consecutive weekend, save and except where:
  - i) Such weekend has been work by the nurse to satisfy specific days off required by the nurse; or
  - ii) Such nurse has requested weekend work; or
  - iii) Such weekend is worked as the result of an exchange of shifts with other nurses.

- (g) Statutory holidays may be incorporated into the rotation.
- (h) Where a vacancy occurs in the 2 Days / 2 Nights schedule, the rotation will first be offered to the other nurses on the unit who have expressed an interest in working this schedule, in accordance with seniority. The Clinical Manager or delegate will advise the unit nurses of the availability of a position in the 2 Days / 2 Nights rotation. The nurse will request the change of rotation in writing and submit the request to the Clinical Manager. The most senior nurse interested will fill the position and will start the rotation at the beginning of the next rotation.
- (i) The 2 Days / 2 Nights rotation will provide each full-time nurse with 1950 hours scheduled per year. The rotation will include the scheduling of additional tours to obtain the 1950 hours per year.
- (j) Nurses will be granted either Christmas or New Year's off on an alternating basis as per Article E.7. Other scheduling provisions contained in Article E shall not apply.
- (k) Shift exchanges between nurses in the 2D/2N rotations will be permitted and may result in the nurse(s) working four of the same shift, 4 Days or 4 Nights or a combination thereof. Any shift exchanges will be subject to the normal approval process as per Article H.1 (a).
- (l) Where department staffing targets have been met scheduling 2 D / 2 N and there are remaining full-time lines, the additional full-time lines will be scheduled in accordance with E.1 Scheduling Provisions - 11.25 Hour Extended Tours and no-master rotations. For clarity this will not impact on currently existing masters.

### I.3

#### Introduction and Discontinuation of Mixed Rotation

A mixed rotation is defined as one where a number of the registered nursing staff on a unit work regular tours while others work extended tours.

The introduction or discontinuation of a mixed rotation (12 hours/8 hours) shall be discussed with the nursing staff on the affected unit(s) and the Local Union executive: and shall be determined by a secret ballot vote conducted jointly by the Hospital and the Union. There will be a second vote after a six month trial period to confirm agreement to maintain the Mixed Rotation.

To implement a mixed rotation there is a vote and sixty six and two thirds (66 2/3) percent of the all Registered Nurses that vote need to agree to work the mixed rotation.

To discontinue a mixed rotation requires fifty (50%) percent vote of the registered nurses that vote to discontinue the mixed rotation.

The Hospital will provide the Union with ninety (90) days written notice of discontinuation of the Mixed Rotation. The parties will meet to discuss the discontinuation within two (2) weeks of receipt of a notice to discontinue. It is understood and agreed that management has the right to cancel a mixed rotation schedule if, in its opinion, it is not seen to be efficient or effective and the Hospital will discuss with the Union in advance any such cancellations.



It is understood and agreed that the vote referred to above refers to a combined vote of the full-time and regular part-time registered nurses on the Unit.

## I.4

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 by the parties:

- (a) The introduction of job sharing arrangements in a Program will be subject to mutual agreement between the Association and Hospital. The Hospital shall not arbitrarily or unreasonably refuse to implement job sharing.

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

The Nurses working in a job sharing arrangement will be considered regular part-time and will be covered by the part-time provisions of the Collective Agreement unless expressly amended by this article.

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

(i) Schedules will conform with the full-time scheduling provisions.

(ii) Total hours worked by 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, but once the schedules are posted they will not be changed without the permission of the Clinical Manager in the area concerned. Such permission will not be unreasonably withheld.

(iii) Job Sharers 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 nurses be assigned to work either Christmas or New Year's, they will be expected to work on at least five (5) consecutive days, if required for normal tours, and at least three (3) consecutive days for 12 hour tours, if required. Where both job sharers request to work Christmas or New Year's or request to have either off and a conflict exists, then seniority shall be the deciding factor.

- (c) Paid Holiday

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

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

(e) 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 program Clinical Manager must be notified to book coverage. Jobsharers 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. It is understood that they may only make themselves available on tours when neither job share partner is scheduled and where such would not result in premium payment.

ii) Vacation, Maternity Leave and other Leaves pursuant to Article 11 of the Central Agreement:

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence exceeding thirty (30) days, the remaining partner has the option of covering all of the absent partner's shifts for the duration of the absence. If the employee is unable to cover the entire leave of absence she or he must inform the manager of her or his intentions to cover all of the absent partner's shifts at last two (2) weeks prior to the posting of each schedule. If the employee cannot cover for her or his partner, the vacancy will be offered to the most senior regular part-time employee.

(f) Implementation

Where the job sharing arrangement arises out of the filling of a vacant full-time position, the full-time position will be posted first and in the event that there are no successful applicants, then both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

(g) (i) An incumbent full-time nurse wishing to share her or his position, may do so without having her or his half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

(ii) It is understood and agreed that the arrangement is for a trial period of three (3) months for the full-time nurses originating the request. Once the trial period is over, the nurse cannot revert to her former position except under (i) below.

(iii) When two (2) full-time nurses in one Program wish to job share one (1) position, neither half will be posted providing this would create one (1) full-time position to be posted and filled according to the collective agreement.

(h) If one of the job sharers leaves the arrangement, her or his position will be posted. If there is no successful applicant to the position, the remaining nurse will revert to her or his former status. If the remaining nurse was previously full-time, the shared position will become her or his position. If the remaining nurse was previously part-time and there is no part-time

position available in the same Program, she or he shall exercise her or his layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posed according to the Collective Agreement.

(i) Discontinuation

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

Should the Hospital discontinue job-sharing the nurses currently working those arrangements will have the option of reverting to their former status or remain part-time. Should no part-time positions be available the part-time nurse will exercise her bumping rights.

(j) No new job sharing requests will be granted in any program once any notice of layoff has been provided to the Association until the notice period has expired.

I.5 Self-Scheduling

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

Eighty percent (80%) of the full-time and regular part-time employees on the unit must indicate by secret ballot their willingness to participate prior to commencement of a trial of self-scheduling. This vote will be conducted by the Clinical Manager and Union on the Unit.

A trial of self-scheduling shall run for a six (6) month period after which full-time and regular part-time employees will indicate by an 80% vote, by secret ballot their willingness to continue using self scheduling.

When a unit adopts self-scheduling as a trial or on a permanent basis, all employees on the unit will be required to participate in self-scheduling.

Employees participating in self-scheduling shall be responsible for scheduling their hours of work, including paid holidays and lieu days.

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

Self-scheduling, including all scheduling guidelines, shall comply with all the provisions of the Collective Agreement in all respects

The parties will agree to all guidelines related to self-scheduling prior to the implementation of self-scheduling on any unit.

1. Cancellation of the self-scheduling by either the Hospital or the Union shall be with four (4) weeks written notice to the other.

- 2. The cancellation of self-scheduling by the Hospital will not be for reasons which are arbitrary, discriminatory or in bad faith.
- 3. Self-scheduling may be discontinued in a unit when eighty percent (80%) of the employees in the unit so indicate by secret ballot. This vote will be conducted by the Clinical Manager and Union on the Unit.

I.6 Prepaid Leave Plan

The number of nurses that may be absent at one (1) time on a prepaid leave of absence is one (1) full-time and one (1) part-time, conditional upon such nurses not being from the same duty area of the Hospital.

**ARTICLE J – VACATION**

J.1 Vacation requests are submitted in writing to the Clinical Manager or designate.

There will be three vacation periods as follows:

| Vacation Periods        | Submission Due Dates | Submission Response Dates |
|-------------------------|----------------------|---------------------------|
| February 1 to May 31    | November 1           | November 22               |
| June 1 to September 30  | March 1              | March 22                  |
| October 1 to January 31 | August 1             | August 22                 |

The Clinical Manager or designate will respond in writing as per the schedule above to all vacation requests submitted. If the vacation has been denied the reasons for the denial will be provided. Requests will be considered on the basis of seniority and will be separate for full-time and part-time nurses. Vacation requests will not be unreasonably denied. Staffing Office will not deny vacation requests without discussion with the appropriate Manager.

Wherever possible, time off requests are to be submitted to the staffing office a minimum of seven (7) calendar days in advance of the requested day off.

Vacation requests submitted after the submission due dates will be considered on a first come, first served basis.

A nurse shall be entitled to keep five (5) days of vacation for use on an ad hoc basis.

The Hospital will provide the Bargaining Unit President or designate by November 1<sup>st</sup>, a list of nurse that have remaining vacation that has not been booked.

J.2 The vacation entitlement determination date in any year shall be January 1<sup>st</sup>.

J.3 Full-time and part-time nurses will identify vacation requests of one (1) or two (2) week blocks during the prime time periods which may be taken consecutively or separately. A week is seven consecutive days.

Block requests in prime time take precedence; however, requests for individual days will not be unreasonably denied.

In cases of conflict between two or more nurses, seniority will be the deciding factor as long as the requests were submitted by the deadline.

J.4 Prime time is identified as follows:

- Summer: June 15<sup>th</sup> to September 15<sup>th</sup>

During prime time requests for up to two (2) weeks will be granted according to the following:

During the prime time periods, requests for additional vacation blocks will be considered by seniority only after all vacation requests up to two (2) weeks have been granted within the program.

For part-time nurses a week of vacation request is considered a week of vacation taken regardless of scheduled shifts in that period.

J.5 A full-time nurse may provide a written request one month prior to the commencement of a vacation period of two weeks or more, to the Nursing Office, to have vacation paid to the nurse in the pay period prior to the commencement of the scheduled vacation period.

J.6 (FT) Nurses shall accrue vacation during pregnancy and parental leaves. Nurses shall use the previous year's accumulated vacation entitlement prior to returning from pregnancy and parental leave, to the extent that they have not more than one year's entitlement in their bank. If the excess vacation is not scheduled prior to returning, it will be paid out at the end of the pregnancy/parental leave.

J.7 (PT) Vacation pay for part-time will be paid on each pay cheque.

J.8 Vacation year for the purpose of utilizing vacation entitlement will commence with the first pay period in January until the last pay period in December, a total of twenty-six (26) pay periods.

The vacation year dates will be identified each year by November 1.

Request for carryover of vacation entitlement will be submitted to the Clinical Manager by December 1<sup>st</sup> for a maximum of thirty-seven point five (37.5) hours. Request for carry over will not be unreasonably denied.

Carryover vacation entitlement will be taken by March 31<sup>st</sup> of each year.

## **ARTICLE K – SAFE AND HEALTHY ENVIRONMENT**

K.1 Violence Prevention and Control

- (a) The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse of nurses will be condoned in the workplace. A nurse who believes the situation to be abusive shall report this to her/his immediate supervisor who will make every effort to rectify the abusive situation.

- (b) The Hospital, with the nurse's consent, will inform the Association within three (3) days of any nurse who has been assaulted while performing her work. Such information shall be submitted in writing to the Association as soon as possible.
- (c) The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing her work.

K.2

- (a) The hospital in consultation with the Multi Workplace Joint Health and Safety Committee agrees to develop and implement policies, procedures and programs pertaining to the provision of a safe and healthy workplace.
- (b) The Hospital agrees to support the Multi-Workplace Joint Occupational Health and Safety Committee and its Terms of Reference, Structure and Function.
- (c) Critical incident stress debriefing shall be made available to nurses.

K.3

Return to Work

- (a) The Hospital will notify the Bargaining Unit President or designate in writing on a monthly basis of the names of all nurses including their work unit, who go off work related to the following;
  - i) a work related injury,
  - ii) L.T.D.
  - iii) sick leave beyond thirty (30) days
- (b) The Hospital will notify the Bargaining Unit President (or designate) and ONA's Labour Relations Officer in writing when modified duties are required as part of an employee's return to work.
- (c) When it has been medically determined that an employee is unable to return to the full duties of his/her position due to a disability/illness, the Hospital will provide the employee the option to have a nurse representative participate in his/her return to work meeting.
- (d) The Hospital agrees to provide the local union with a copy of the Workplace Safety and Insurance Board Form 7 for lost time or medical claims and a copy of the Pembroke Regional Hospital incident report for all other work related situations including assault, at the same time as it is sent to the Board.
- (e) A return to work may include a period of orientation, when the return to work is on a unit other than the nurse's original unit.

**ARTICLE L – STANDBY**

L.1

Standby

In areas where standby is utilized, the Hospital will:

- i) request volunteers who will identify their willingness on the posted schedule. If more than one nurse volunteers for a specific time, then it will be by seniority;
- ii) endeavour to distribute such duty on an equitable basis unless agreed otherwise between the nurses involved and the Hospital. The Hospital will notify the Union in writing prior to initiating standby assignments in any additional areas.

The Hospital will endeavour to post regular standby assignments at the same time as schedule is posted. Nurses will be permitted to exchange their standby assignments with the prior approval of the immediate supervisor and provided the appropriate response time is met by the nurses making the exchange.

- (a) Standby schedules will not be changed without consultation with the nurse whose schedule is being changed.
- (b) Standby will not be scheduled on a night before a scheduled day shift unless otherwise agreed to by the nurse. This clause does not apply to the Operating Room where the current self-scheduling standby practice will continue.
- (c) Where a nurse has been called in from standby and worked the hours after 2400 hours, such nurse will not be required to work the day shift unless she or he does so by mutual agreement.
- (d) All nurses will have the option of using time banked due to working additional hours when on Call Back as per Article 14, to the maximum of seventy-five (75) hours per fiscal year. Request for time off will not be unreasonably denied.
- (e) A beeper will be made available to a nurse on standby.
- (f) A room will be made available for nurses on standby and the location of room(s) available will be communicated to the nurses.

#### **ARTICLE N – OFFERING OF OVERTIME / PREMIUM HOURS**

- N.1 (a) Except during a disaster (e.g. Code Orange), premium shifts will be offered by seniority to nurses capable of performing the available work in the following order:
- i) Part-time
  - ii) Full-time
  - iii) Casual

Premium shifts shall include a shift change with less than the required notice period as per the Collective Agreement Article 14 for either a full-time or part-time nurse that results in the shift being paid at premium rates.

- (b) When no nurses are available to work the Hospital may request to extend a seven point five (7.5) hours day shift or request an early start of a seven point five (7.5) hour evening or night shift.
- (c) Except during a disaster (e.g. Code Orange) the Hospital will not “order in” nurses who are capable of performing the available work until after it has offered the work at premium rates on a voluntary basis. In the event that it is necessary to “order in” nurses, such nurses will be ordered in, in reverse order of seniority, excluding casual nurses.
- (d) Nurses who are in temporary full-time assignments shall be considered full-time for the assignment of overtime.
- (e) Extensions of shifts are not additional shifts, in the event that the extension results in overtime it will be offered to staff already working the shift to be extended on the basis of seniority including Resource team nurses already working on that shift, unless continuity of care requirements require otherwise.

#### **ARTICLE O – REASSIGNMENT GUIDELINES**

O.1 (a) Reassignment Guidelines

The parties agree that in the event that a nurse is required to be reassigned from their unit to another unit for any hours, the following order will apply provided first that patient care needs are being met.

- (i) Volunteers
- (ii) Resource Team Nurses
- (iii) Casual Nurses
- (iv) Part-time Nurses in reverse order of seniority
- (v) Full-time Nurses in reverse order of seniority

(b) Staff Not Required To Be Reassigned include:

- (i) Any Registered Nurse who has not completed their probationary period in the Hospital.
- (ii) Any Registered Nurse who is acting as a preceptor/mentor.

Notwithstanding the above, where a nurse has a skill set to work in another area with an urgent need, that nurse may be reassigned.

#### **ARTICLE P – PAID HOLIDAYS**

P.1 The following shall be recognized as paid holidays:



|  |   |
|--|---|
| New Year's Day (January 1 <sup>st</sup> )  | Family Day (3 <sup>rd</sup> Monday in February) |
| Good Friday                                | Easter Monday                                   |
| Victoria Day                               | Canada Day (July 1 <sup>st</sup> )              |
| August Civic Holiday                       | Labour Day                                      |
| Thanksgiving Day                           | Remembrance Day (November 11 <sup>th</sup> )    |
| Christmas Day (December 25 <sup>th</sup> ) | Boxing Day (December 26 <sup>th</sup> )         |

- P.2 A full-time nurse who works on a holiday may elect to take a Statutory Holiday lieu day off, such day to be granted within ninety (90) days prior to and following the actual Statutory Holiday.
- P.3 When a Statutory Holiday falls within a full-time nurse's scheduled vacation period or on a scheduled day off, the Statutory Holiday lieu day off shall be selected as per Article P.2 on a mutually agreed day between the Employer and the nurse.
- P.4 The Hospital may designate another day to be celebrated as the paid holiday (subject to legislative requirements) only if the paid holiday falls on a Saturday or Sunday and in so doing shall designate another day and notify employees at least sixty (60) days in advance.
- P.5 Hours worked that begin or end within the twenty-four (24) hour period on a Statutory Holiday shall be deemed to be work performed for scheduling purposes. The 24 hour period for hours worked during a Statutory Holiday are defined as starting with the night tour at 2300 and finishing at 2300 hours following the completion of the evening tour.

#### **ARTICLE Q – SENIORITY LISTS**

- Q.1 Seniority lists shall be posted and provided to the Bargaining Unit President, including the last full pay period completed one month prior to February 1, June 15, and October 1 of each year.

#### **ARTICLE R – GENERAL**

- R.1 The Hospital will provide a Bulletin Board near the rear entrance of the Hospital for the purpose of posting Association notices.
- R.2 Where any provision of this Agreement or any practice here under is at any time contrary to law, this Agreement is not to be deemed to be abrogated but is to be deemed to be amended so as to make the provisions of this Agreement conform to the law.
- R.3 All correspondence arising out of or incidental to this Collective Agreement shall pass between the Chief Executive Officer of the Hospital or designate and the Bargaining Unit President and the Labour Relations Officer unless otherwise specified in writing by the Parties.
- R.4 Wherever the word "Supervisor/Manager" is used in this Agreement, it shall be considered as meaning the first level excluded from the Bargaining Unit.
- R.5 In this Agreement, the term Administrator of the Hospital shall be interpreted to mean the "Chief Executive Officer" or designate.

- R.6 The Employer will provide internal computer access and access to internal and external e-mail for the Bargaining Unit President and other ONA representatives as required. Computer use and use of e-mail will be in accordance with Hospital policy.

### **ARTICLE S – PAY NOTIFICATIONS**

- S.1 (a) The Hospital shall pay the nurses every second Friday. Where the hospital provides electronic itemized pay slips, nurses may print them using a hospital printer. Those nurses who are on an approved leave of absence will continue to have access to their electronic pay slips.
- (b) Any errors or omission by the hospital on a nurse's pay statement shall be paid to the nurse immediately or within the first business working day.
- S.2 Retroactive payment shall be issued on a separate itemized statement

### **ARTICLE T – TRAVEL REIMBURSEMENT**

T.1 Travel Reimbursement

Where the employee is required to use their own vehicle to perform the duties of their job they will be reimbursed in accordance with the Hospital policy on Travel Expenses. The travel reimbursement rate will be reviewed annually and the Bargaining Unit President shall be notified of any changes.

### **ARTICLE U – MISCELLANEOUS**

U.1 Performance Evaluations

Performance evaluation forms will be copied at the time of the evaluation and offered to the nurse.

U.2 Temporary Vacancies

Full-time and part-time nurses may be considered for temporary full-time vacancies as per article 10.07 (d) of the Central agreement contingent on the applicant being qualified to fill the position without training.

Full time nurses will also be considered for positions in higher classifications and for positions that may have additional responsibilities.

The parties agree that in filling temporary positions part time members will be considered prior to full time members.

U.3 Mentoring

Nurses wishing to become mentors may submit their interest to the Supervisor/Manager annually, prior to February 15<sup>th</sup> of each year.

U.4 Grievance Procedure Time Limits

Notwithstanding Article 7.03 the parties agree to extend the time limits of all grievances at step 2 to be heard at the pre-scheduled bi-monthly ONA/Management Committee Meetings or on an ad hoc basis where combining with this meeting is not practical for all parties.

## **ARTICLE V – ELECTRONIC DOCUMENTATION**

### **V.1 Electronic Grievance Form**

The parties agree to use the electronic version of the O.N.A. Grievance Form as provided at Appendix 1 of the Hospital Central Agreement. The parties agree that the hard copy of the electronic version of the Grievance Form shall be valid for the purposes under the Collective Agreement.

The Union undertakes to provide the Employer with signed copies of the Grievance form.

The parties agree that there will be no preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

### **V.2 Electronic Professional Responsibility Workload Report Form**

The parties agree to use the electronic version of the Professional Responsibility Workload Report Form as provided at Appendix 6 of the Hospital Central Agreement. The parties agree that the hard copy of the electronic version of the Professional Responsibility Workload Report Form shall be valid for the purposes under the Collective Agreement.

The parties agree that there will be no preliminary arguments related to the use of the electronic version of the Professional Responsibility Workload Report Form at an Independent Assessment Committee hearing.

### **V.3 Electronic Job Postings**

The parties agree that Job postings and the Postings of the name of successful applicants shall be done electronically through the Hospital's web site. All members will have reasonable access to a computer terminal on Hospital property to access this information. These postings will also be accessible from personal devices outside of the hospital.

## **ARTICLE W – VOLUNTARY PART-TIME BENEFITS**

- W.1
- (a) The Hospital 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 the full amount of the monthly premiums.
  - (b) The Hospital will communicate to all regular part-time nurses the premium costs of health and welfare benefits in Article 17.01 of the Ontario Nurses' Association collective agreement. Part-time nurses must regularly work a minimum of thirty (30) hours per pay period to be eligible to enrol in the health and welfare benefits.

- (c) Benefits, which include extended health coverage, semi-private, dental, life insurance (group and voluntary), will be by payroll deduction at full premium cost (100%) to the nurse.
- (d) If the part-time nurse has no earnings, or insufficient earnings, in the pay period in which the premiums are normally deducted, the amount owing will either be deducted from the immediate following pay or the nurse must make payment in full to the Human Resources Department.
- (e) All terms and conditions with respect to benefit plans, carriers, and substitutions will be in accordance with Article 17 of the collective agreement. The part-time nurses will be enrolled in the same group as the active and early retired nurses.

DATED AT Pembroke, ONTARIO THIS 14th DAY OF July 2022.

FOR THE EMPLOYER

B McIntyre  
BrentMcIntyre(Jul 16, 2022 05:27 EDT)

Ralph Hatem  
RalphHatem(Jul 18, 2022 09:26 EDT)

Laurie menard  
Laurie menard(Jul 19, 2022 11:10 EDT)

Tanya Parker  
Tanya Parker(Jul 20, 2022 13:55 EDT)

\_\_\_\_\_

FOR THE UNION

Mrs Page LRB

Elizabeth Rosamond  
Elizabeth Rosamond(Jul 22, 2022 09:04 EDT)

Kerry McDonald  
Kerry McDonald(Jul 16, 2022 00:22 EDT)

Shelley Mask  
Shelley Mask(Jul 18, 2022 21:38 EDT)

Stephanie Stewart  
Stephanie Stewart(Aug 15, 2022 14:51 EDT)

\_\_\_\_\_

## LETTER OF UNDERSTANDING

Between:

**PEMBROKE REGIONAL HOSPITAL**  
(Hereinafter called the "Hospital")

And:

**ONTARIO NURSES' ASSOCIATION**  
(Hereinafter called the "Association")

**Re: Part-time Scheduling Commitment: Part-time Type 2**

The parties agree to the creation of an additional part-time commitment for regular part-time staff to allow the pre-scheduling of a reduced number of hours. The number of Part-Time Type 2 positions will not exceed one (1) per unit without the discussion and agreement of the Union. The Union will be provided annually and on an ongoing basis with a list of all nurses working the Part-Time Type 2 scheduling commitment.

The Part-Time Type 2 scheduling commitment is as follows:

1. The Part-Time Type 2 nurse will be available for 52 weeks per year minus the nurse's annual vacation entitlement weeks.
2. The Part-Time Type 2 nurse will be scheduled to work two (2) seven and one half (7.5) hour shifts, fifteen (15) hours per pay period, of either Days or Evenings or Days or Nights, or will work two (2) extended tours of eleven point two five (11.25) hours, twenty-two point five (22.5) hours per pay period of Day and Nights.

During the Christmas and/or New Year's holiday periods, the Part-Time Type 2 nurse will be scheduled as per their commitment and at least one of the shifts will be during the designated holiday periods as noted in Article E, which will alternate from year to year.

The Part-Time Type 2 nurse will be prescheduled a minimum of 45 hours in either July or August. The nurse will submit to the Hospital the preferred month of July or August by April 15<sup>th</sup> of each year, in which the nurse will be prescheduled the minimum of forty-five (45) hours.

3. The Part-Time Type 2 nurse may submit availability in writing for additional work/shifts to Nursing Administration Office once the schedule has been posted, including the number of shifts she is prepared to work in a pay period.
4. The Part-Time Type 2 nurse will only be scheduled for additional shifts/hours once all other regular Part-Time staff on the Unit has been provided the opportunity to be scheduled any additional hours up to full-time hours.

5. Additional hours for the Part-Time Type 2 nurse's commitment is defined as hours/shifts beyond the minimum commitment as defined above two (2) shifts per pay period and forty-five (45) hours in either July or August.

For clarification, it is understood that additional shifts that become available after the schedule has been posted will be offered in accordance with the Collective Agreement. The Part-Time Type 2 nurse will be included as Unit staff prior to offering additional hours/shifts to Unit casual nurses and regular part-time nurses from other areas (based on submitted availability submitted after the schedule has been posted).

6. Job postings for a Part-Time Type 2 scheduling commitment will clearly indicate that the posting is for a Regular Part-Time Type 2 position.

DATED AT Pembroke, ONTARIO THIS 14th DAY OF July 2022.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

Brent McIntyre

Marc Page

Labour Relations Officer

Ralph Hatem

Elizabeth Rosamond

Laurie menard

Kerry McDonald

Tanya Parker

Shelley Mask

Stephanie Stewart





**LETTER OF UNDERSTANDING**

BETWEEN:

**PEMBROKE REGIONAL HOSPITAL**  
(Hereinafter referred to as the "Employer")

AND:

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

**Re: Article 13.03 Innovative Unit Scheduling LDRP**

The parties hereto understand and agree to the following regarding the implementation of an innovative unit schedule on the LDRP Unit:

1. A modified 2D/2N Master Rotation was implemented on April 19, 2015 for the Full-Time nurses and agreed to by all parties.
2. The parties agree that lines 4 and 5 on the Master rotation do not comply with the block scheduling of 4 extended tours as per Article I.2.
3. The parties agree that all other provisions of Article I.2 shall apply to this Master Rotation.
4. This agreement is without prejudice and precedent to any future and or similar matter.

DATED AT Pembroke, ONTARIO THIS 14th DAY OF July 2022.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

Brent McIntyre

Marc Page

Labour Relations Officer

Ralph Hatem

Elizabeth Rosamond

Laurie menard

Kerry McDonald

Tanya Parker \_\_\_\_\_

Shelley Mask \_\_\_\_\_

\_\_\_\_\_

Stephanie Stewart \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_