

COLLECTIVE AGREEMENT

Between:

PERTH AND SMITHS FALLS DISTRICT HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Full Time and Part Time Nurses

EXPIRY: March 31, 2023

APPENDICES
to the
COLLECTIVE AGREEMENT

Between:

PERTH AND SMITHS FALLS DISTRICT HOSPITAL
(Hereinafter called the “Hospital”)

And:

ONTARIO NURSES’ ASSOCIATION
(Hereinafter called the “Union”)

EXPIRY: March 31, 2023

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APPENDIX '3'**SALARY SCHEDULE****PERTH and SMITHS FALLS DISTRICT HOSPITAL**Registered NursePalliative Care/Oncology NurseDischarge PlannerInfection Control Practitioner

	1-Apr-21	1-Apr-22
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

Occupational Health Nurse

	1-Apr-21	1-Apr-22
Start	\$36.34	\$36.70
1 Year	\$36.50	\$36.87
2 Years	\$37.11	\$37.48
3 Years	\$38.93	\$39.32
4 Years	\$40.77	\$41.18
5 Years	\$43.08	\$43.51
6 Years	\$45.38	\$45.83
7 Years	\$47.71	\$48.19
8 Years	\$51.09	\$51.60
25 Years	\$51.98	\$52.50

Staff Development Consultant

	1-Apr-21	1-Apr-22
Start	\$35.18	\$35.53
1 Year	\$35.36	\$35.71
2 Years	\$35.95	\$36.31
3 Years	\$37.71	\$38.09
4 Years	\$39.50	\$39.90
5 Years	\$41.72	\$42.14
6 Years	\$43.97	\$44.41
7 Years	\$46.21	\$46.67
8 Years	\$49.49	\$49.99
25 Years	\$50.36	\$50.86

Registered Nurse/ Registered Nurse First Assistant

	1-Apr-21	1-Apr-22
Start	\$38.47	\$38.86
1 Year	\$38.64	\$39.03
2 Years	\$39.24	\$39.63
3 Years	\$41.19	\$41.60
4 Years	\$43.18	\$43.61
5 Years	\$45.61	\$46.07
6 Years	\$48.03	\$48.51
7 Years	\$50.46	\$50.96
8 Years	\$54.09	\$54.63
25 Years	\$55.01	\$55.56

APPENDIX 4

SUPERIOR PROVISIONS

1.0 Lanark County Mental Health Program

The regular hours of work shall consist of seventy (70) hours in a pay period scheduled from Monday to Friday;

2.0 Paid Holidays

The following will be recognized as paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Last working day before
Easter Monday	Christmas Day (full day)
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	New Year's Day
Labour Day	Family Day (3 rd Monday in Feb.)

3.0 Job Security

To ensure job protection of the current employees and appropriate allocation of resources, it is agreed that a separate seniority list will be maintained for the Registered Nursing staff at the Lanark County Mental Health Program and the rest of the Hospital for purpose of layoff and bumping. For clarification, a nurse laid off from the Lanark County Mental Health Program cannot bump a Registered Nurse from the Hospital, nor can Registered Nurse from the Hospital bump a nurse from the Lanark County Mental Health Program.

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APPENDIX '5'

LOCAL PROVISIONS

To The

COLLECTIVE AGREEMENT

Between:

**PERTH AND SMITHS FALLS DISTRICT HOSPITAL
(Hereinafter called the "Hospital")**

And:

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

EXPIRY: March 31, 2023

ARTICLE A – RECOGNITION

- A.1 (a) The Employer recognizes the Union as the exclusive bargaining agent for all full-time registered and graduate nurses regularly employed in a nursing capacity at Perth and Smiths Falls District Hospital in the towns of Perth and Smiths Falls, save and except Manager and persons above the rank of Manager, and Day Hospital Coordinator.
- (b) The Employer recognizes the Union as the exclusive bargaining agent for all part-time registered and graduate nurses regularly employed in a nursing capacity at Perth and Smiths Falls District Hospital in the towns of Perth and Smiths Falls, save and except Manager and persons above the rank of Manager, and Day Hospital Coordinator.
- (c) Lanark County Mental Health (LCMH) is recognized as a sponsored program of the "Hospital" with separate organizational structure. The employer recognizes the Union as the exclusive bargaining agent for all full-time and part-time registered nurses regularly employed in a nursing capacity by Lanark County Mental Health save and except Managers and persons above the rank of Manager.
- A.2 "Supervisor" or "Immediate Supervisor" when used in this agreement, shall mean the first supervisory level excluded from the bargaining unit.
- A.3 Except as amended by this agreement, all terms and conditions of the Central Hospital Collective Agreement are applicable to the bargaining unit Registered Nurses of Lanark County Mental Health.

ARTICLE B - MANAGEMENT RIGHTS

- B.1 The Union recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, classify, transfer, layoff, recall, suspend or otherwise discipline employees, provided that a claim by an employee that she or he has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as hereinafter provided;
- (c) determine in the best interest of efficient operation and highest standard of service, job rating or classification, the hours of work, the tours of duty, work assignments, working schedules, methods of doing the work, the working establishment for any service and the location of work;
- (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in conjunction therewith;

- (e) make, enforce and alter from time to time, reasonable rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of the Agreement.

B.2 The Hospital recognizes that the rights described in this Article shall be exercised in a manner consistent with all provisions of this Agreement.

ARTICLE C - UNION REPRESENTATIVE & UNION COMMITTEE

C.1 Union Representative

The Hospital will recognize four (4) Union Representative from each of the Perth & Smiths Falls (including LCMH) sites, provided such number of Union Representative is the cumulative total from the full-time and part-time employees and there is no more than one (1) Union Representative from any one (1) nursing unit at each site.

C.2 Grievance Committee

The Hospital will recognize a Grievance Committee of not more than three (3) employees, provided such number of Committee members is the cumulative total from the full-time and part-time employees and there is no more than one (1) member from each site (Perth/Smiths Falls, Lanark County Mental Health).

C.3 Hospital-Union Committee

There shall be a Hospital-Union Committee comprised of four (4) representatives, one (1) of whom shall be the President, or her or his designate (in her or his absence), and four (4) representatives of the Hospital, one (1) of whom shall be the Vice President of Patient Care Services and Chief Nursing Officer, or her or his appointee. The membership of the Committee may be expanded by mutual consent.

C.4 Negotiating Committee

The Union shall designate a Negotiating Committee of not more than four (4) employees, which will include an employee from each site of the hospital, provided such number of Committee members is the cumulative total from the full-time and part-time employees and there is no more than two (2) full-time member from any one (1) nursing unit at each site.

C.5 Professional Development Committee

In accordance with Article 9.02(a), there shall be a Professional Development Committee of not more than three (3) bargaining unit representatives, one (1) from the Lanark County Mental Health site, one (1) from the Smiths Falls site and one (1) from the Perth site.

C.6 Occupational Health and Safety Committee

The Hospital will recognize two (2) bargaining unit employees of the Joint Occupational Health and Safety Committee. When a regular member of the

Committee is not available, she/he may be replaced by an alternate, appointed by the Union.

C.7 **Bargaining Unit President Leave**

The current Bargaining Unit President (BUP) will be paid 7.5 hours/month by the employer to attend meetings with Hospital management. Examples of meetings are noted below. The 7.5 hours per month is inclusive of the thirty (30) hours per calendar year as provided for in Article Y of the Local Collective Agreement.

Labour/Management meetings
Professional Development
Occupational Health & Safety
Grievance Meetings
Other joint employer/union meetings

The BUP will coordinate these hours with Human Resources or designate for the purpose of dealing with union/management business paid for in other sections of the Collective Agreement where ever possible.

C.8 The Bargaining Unit President or designate will be invited to attend all meetings of the fiscal advisory committee, and any other committees as required under the Public Hospitals Act Regulation as per article 6.11 of the central hospital agreement.

ARTICLE D - SENIORITY LIST

D.1 A copy of the seniority list will be filed with the Union semi-annually by January 31st and July 31st and posted electronically.

D.2 Within one (1) month of posting the seniority list, employees can file, with the Human Resources Department, a written request (along with documentation) for a review of their respective seniority hours.

Seniority lists will show date of hire and seniority adjusted dates for full-time employees and date of hire and seniority by hours for part-time employees. There shall be separate seniority lists for full-time, regular part-time and casual employees with three (3) copies forwarded to the Bargaining Unit President.

ARTICLE E - LEAVE OF ABSENCE

E.1 An aggregate of seventy-five (75) days for full-time and part-time employees will be granted for Union business during any calendar year, provided fifty-six (56) hours written notice is given except in extenuating circumstances. It is agreed that not more than four (4) employees shall be absent on such leave at the same time and not more than two (2) employees shall be absent on such leave from the same unit.

E.2 Local Coordinator Leave

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

ARTICLE F – GENERAL SCHEDULING PROVISIONS FOR 7.5 HOUR TOURS AND 11.25 HOUR EXTENDED TOURS

F.1 Schedules shall be posted four (4) weeks in advance and shall cover a four (4) week period. Requests for specific days off, shall be in writing and submitted electronically (email/Human Resources Information System (HRIS)) to the Patient Care Manager or designate at least two (2) weeks in advance of the posting date.

The Hospital may, however, consider requests for the use of individual vacation days, holiday lieu days and/or overtime lieu days on shorter notice.

For the schedules covering the Christmas and New Year period, the schedules will be posted by November 15 and will cover at least a six (6) week period.

The Hospital may, however, consider requests for the use of individual vacation days, holiday lieu days and/or overtime lieu days on shorter notice.

Where a dispute arises between employees submitting special requests for time off for the same day(s), and such request cannot be accommodated by the Hospital, then unit seniority shall apply. Such request(s) will not be unreasonably denied.

F.2 Requests for a change in the posted time schedules must be in writing and submitted electronically (email/HRIS) by both the employees willing to exchange days or tours of duty. It is understood that such change in tours of duty, initiated by the employee and approved by the Manager, shall not result in overtime payment to any of the employees affected by such change. Such request(s) will not be unreasonably denied.

Where a dispute arises between employees submitting special requests for time off for the same days, and such request cannot be accommodated by the Hospital, then unit seniority shall apply.

F.3 Master Rotations

(a) Each Unit, except those units where self-scheduling is implemented will have a master schedule, with a copy provided to the Bargaining Unit President.

(b) Six (6) weeks prior to implementation of a new master rotation a copy will be provided to the Bargaining Unit President.

(c) Where a master rotation is changed the employees on the affected unit will be provided with six (6) weeks' notice and have input into the creation of the new master.

- (d) Where a master rotation is changed, individual schedule rotations will be awarded on the basis of unit seniority
- (e) If an individual rotation is vacated, unit employees will be allowed to choose the vacant rotation prior to the commencement of new staff hired to the posted position. In the event of a conflict then unit seniority will govern.

F.4 For full time employees the regular schedule shall provide for a minimum of forty-eight (48) hours time off when the tour of duty is changed following night duty.

Failure to schedule forty-eight hours off when a tour of duty is changed following night duty will result in the nurse being paid premium pay as provided in article 14.03 for the next shift worked.

For part time employees the Employer will endeavour to schedule 48 hours time off when the tour of duty is changed following tours of night duty. However, failure to schedule at least 24 hours off unless mutually agreed upon will result in the employee being paid premium pay as provided in Article 14.03 for the next shift worked.

F.5 For all full time employees, At least fifty percent (50%) of tours worked shall be on the day shift, except where the Manager and the employee mutually agree to allow for the employee to work a greater percentage of shift tours.

They shall be scheduled in a manner which provides an equal period of day tour between each period of evening or night tour. An employee will not be required to change tours of duty more than once during the work week.

F.6 An employee will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's season unless the employee requests otherwise, except in areas which are not normally required to work on weekends and statutory holidays. The normal scheduling conditions shall be waived to accommodate this special arrangement between December 20th and January 5th. For the purpose of this schedule, Christmas shall be defined as December 24th, 25th, and 26th and New Year's December 31st and January 1st.

The Hospital will endeavour to schedule time off over either Christmas or New Year's, on an alternating basis, so that nurses will not be required to work the same holiday from year to year, unless by request of the nurse. It is understood if the request is approved by the manager, then the nurse will alternate and work the opposite holiday in the following year.

If a nurse requests time off over Christmas or New Year's and the hospital is able to grant such a request the hospital will do so on the basis of rotating seniority.

Where the scheduling permits some units to have some nurses off both Christmas and New Year's, such scheduling shall be done on the basis of rotating seniority amongst all nurses (full time and part time) on that unit.

F.7 For the purposes of F.5 and G.4, the day shift is any tour that begins prior to 1030 hrs.

F.8 Full time and Part time employees who choose equivalent time off, as provided by Article 14, (with the exception of the Operating Room) who have banked hours exceeding 37.5 as of the last pay period in March will have their banked hours over and above 37.5 hours paid out by separate direct deposit to their preauthorized bank account.

Permission may be granted to extend this period following discussion and mutual agreement with the manager.

Operating room employees who choose equivalent time off, as provided by Article 14 may bank up to 37.5 hours for each week of scheduled closure.

Banked time for operating room staff will be fully utilized during any slowdown/closure period prior to the nurse being provided with the option to use vacation or to request to be placed on layoff.

F.9 The Hospital agrees to provide the Union with at least thirty (30) days written notice (or a shorter period of notice if the Union agrees) prior to implementing a permanent change in the established start and/or end times for shifts in any nursing unit.

F.10 If scheduled for a weekend where a statutory holiday falls on a Monday or Friday the Hospital will endeavour to schedule the employee to work on the paid holiday as well, where such employee is required by the Hospital.

F.11 For the purpose of time off, a weekend shall be defined as at least fifty-six (56) consecutive hours off from the end of the employee's shift worked on Friday to the beginning of the employee's shift worked on Monday.

F.12 Part-time Commitment (Includes employees on either regular or extended tours)

(a) Regular Part-time Employees

The employee must be available if required by the Hospital and her or his commitment in writing will include all of the following conditions:

- i) to be available to work all tours;
- ii) to be available to work at least 22.5 hours per week;
- iii) to be available one (1) weekend in two (2).
- iv) to be available for work either Christmas or New Year's, alternating from year to year.

Christmas shall be defined as December 24th, 25th, and 26th and New Year's as December 31st and January 1st;

- v) to be available to work three (3) paid holidays a year in addition to Christmas and New Year's;
- vi) to be available to work four (4) weeks between July 1 and August 31, with the provision that she or he is available for two (2) of the

four (4) weeks identified as the last two (2) weeks of July and the first two (2) weeks of August.

(b) Casual Part-time Employee

- i) The employee will declare on a bi-weekly basis her or his availability for work on specified days of the next two (2) week period.
- ii) An employee who declares herself or himself available for any tour and later becomes unavailable for work shall notify the Hospital with twenty-four (24) hours notice except in an emergency.

F.13 Part-Time Scheduling & Additional Shifts (applies to part time employees and extended tour part-time employees)

Regular part-time employees will be scheduled according to the commitment identified in F.13 above on the posted schedule as follows:

(a) Before the schedule is posted:

- i. All regular part-time employees in a unit will be scheduled up to their committed hours by seniority, in a fair and equitable manner before any casual part-time employees are utilized.
- ii. When regular part-time employees on the unit have been given the opportunity to work up to their commitment (the equivalent of twelve (12) 7.5 hour tours in a four (4) week period), the hospital will offer additional tours to regular part-time employees on the unit prior to offering tours to casual employees on the unit on the basis of seniority: in a fair and equitable manner.

(b) After the schedule is posted:

- i) Tours that are or become available for any reason after the schedule has been posted will first be offered on the basis of seniority, in a fair and equitable manner, to regular part-time employees on the unit that have not been scheduled the minimum commitment;
- ii) Where a regular part-time nurse has had a scheduled tour cancelled which does not bring the nurse below commitment, and a need arises whereby the Hospital intends to call in a nurse for the same tour, the regular part-time nurse who had the scheduled tour cancelled will be given the first opportunity to work that call-in shift. In the event that more than one nurse has had a scheduled tour cancelled which does not bring the nurse below commitment, the shift shall be offered to such nurses in order of seniority. The offer is made when the call is placed.
- iii) Where all regular part-time employees have been given the opportunity to work up to their committed tours, extra tours will be offered to regular part-time employees on the basis of seniority, in a fair and equitable manner.

- iv) Where no regular part-time employee is willing to perform the available work, the tour will be offered to casual employees
- v) Employees who wish to be considered for additional tours must indicate their availability in the manner prescribed by the hospital;
- vi) A tour will be deemed to be offered whenever a call is placed;
- vii) It is understood that the hospital will not be required to offer tours which would result in overtime premium pay;
- viii) When a regular part-time employee accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the hospital are made;
- ix) Provided they are qualified, employees may request to work additional tours to more than one unit, if to do so is in accordance with existing hospital practice.

Additional tours will be offered in the following order by seniority in a fair and equitable manner;

- i. Regular part-time nurses on the unit;
- ii. Casual nurses on the unit;
- iii. Regular part-time nurses off the unit;
- iv. Casual nurses off the unit;

F.14 Where the available shift can only be covered by employees who have worked seventy five (75) hours then the overtime will be offered to full-time staff first.

F.15 A nurse shall not be required to work more than five (5) consecutive combined tours of 7.5 hour and 11.25 hour. Premium pay will apply for all hours worked on the sixth (6th) tour and all subsequent consecutive tours until a day off is received.

ARTICLE G - SCHEDULING – 7.5 HOUR TOURS

G.1 For full-time employees working regular tours as per Article 13.01 a) four (4) days off will be scheduled each fourteen (14) days. In any two (2) week period, at least two (2) consecutive days off will be scheduled. The remaining two (2) days off may be split.

Employees will not be scheduled to work more than seven (7) consecutive days. If an employee is required to work on the eighth consecutive day, she or he will be paid premium pay as provided in Article 14.03 for all hours worked unless the employee has requested to work.

G.2 The Hospital will provide at least one (1) weekend off in two (2).

The definition of weekends shall be 23:30 hours Friday to 07:30 Monday.

If an employee is required to work on a second consecutive and subsequent weekend she or he will receive premium pay as provided in Article 14.03 for all hours worked on that weekend save and except where:

- i) such weekend has been worked by the employee to satisfy specific days off required by such employee; or
- ii) such employee has requested weekend work only; or
- iii) such weekend is worked as the result of an exchange shift with another employee.

G.3 The regular schedule shall provide for a minimum of twenty-four (24) hours between the starting time of one (1) scheduled tour and the starting time of the next scheduled tour, when changing tours, except in an emergency, or at the request of an employee.

Failure to schedule at least twenty-four (24) hours between a change of tour will result in the employee being paid premium pay as provided in Article 14.03 for the next shift worked.

G.4 A part-time employee who normally rotates shall not be scheduled to work more than two (2) consecutive weeks on evening or night tours. The hospital shall endeavour to schedule an equal number of weeks on days as on the evening and/or night tours and shall endeavour to schedule in a manner which provides an equal period of day tour between each period of evening or night tour unless there is a mutual agreement to waive the above conditions. An employee may not be required to change tours of duties more than once during the work week.

G.5 There will be two (2) paid rest periods and one (1) unpaid lunch period in each tour, the duration as provided in Article 13.01. The time for such periods shall be scheduled by the immediate supervisor.

G.6 For the purposes of Article 14.10 of the Central Agreement, the Night shift shall be from 2330 hours to 0730 hours, and the Evening shift shall be from 1530 hours to 2330 hours.

G.7 Where part-time employees are scheduled to work less than a normal tour (7.5 hours), Article G applies in its entirety except as amended by the following:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a reasonable level;
- (b) No part-time employee shall be scheduled solely on tours which are comprised of less than 7.5 hours in any pay period except where such arrangements are requested by the employee.

ARTICLE H – SCHEDULING – EXTENDED TOURS (11.25)

- H.1 (a) Extended tours shall be introduced to any unit when:
- i) Sixty- six and two thirds (66 2/3 %) of the full and regular part time employees in the unit so indicate by secret ballot, and
 - ii) the Hospital and the Union agree to implement such schedules. Such agreement shall not be withheld in an unreasonably arbitrary manner.
- (b) Extended tours schedules may be discontinued in any unit when:
- i) Sixty- six and two thirds (66 2/3 %) of the employees in the unit so indicate by secret ballot; or
 - ii) At the request of the Hospital because of:
 - A) adverse effects on patient care;
 - B) inability to provide a workable staffing schedule, or
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- (c) Trial Period
- There shall be a trial period of a minimum of six (6) months. The scheduling initiative will be evaluated jointly halfway through and at the end of the trial period.
- (d) Continuation
- Following the trial period in (c) above the scheduling initiative will be continued provided Sixty- six and two thirds (66 2/3 %) of the full-time and regular part-time employees in the unit indicate so by a secret ballot vote conducted by the Union and Patient Care Manager. This vote will be conducted one (1) week prior to the end of the trial period.
- (e) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
- i) the parties shall meet within two (2) weeks of the giving of notice to review and discuss the request for discontinuation; and
 - ii) where it is determined that extended tours or 2D2N schedules will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.

(f) General Guidelines

Management will determine the number of regular seven and one half (7.5) hour shifts it would retain on the unit should the vote be successful for extended tours.

- i) If there is already staff on permanent seven and one half (7.5) hour shifts, they will be assigned on the new available seven and one half (7.5) hour shift(s) on the basis of seniority.
- ii) If there are no permanent staff on permanent shifts, the position(s) will be posted for the unit only, with Hospital wide posting if there were no successful candidate(s).

If extended tours are voted in, all staff will have in addition to d) above, two other options:

- iii) to work extended tours;
- iv) to apply for transfer to another unit.

(g) Guidelines for Voting

- i) Two (2) different times will be designated for the actual voting to allow as many staff as possible a suitable time or an alternate process as agreed by the parties subject to ii) to v) below.
- ii) There will be a closed ballot box.
- iii) A printed list of all full-time and regular part-time employees regularly assigned to work on the unit will be drawn up. The employee will sign her or his name when she or he has cast her or his ballot. All eligible employees have the right to vote but may choose not to exercise it.
- iv) The Union Representative or her or his delegate from the Union will be present at voting as will the Patient Care Manager. These two (2) persons will be responsible to count the votes and to advise the staff of the outcome.
- v) Ballots will be destroyed by a member of Management and the Union Representative at the completion of ballot counting.

H.2 Failure to schedule twenty-four (24) hours off between a change of tour will result in the employees being paid at the premium rate as provided in Article 14.03 for the next worked shift.

H.3 Employees will not be required to work more than three (3) consecutive tours. If an employee is required to work on the fourth (4th) or consecutive tour she or he will be paid at the premium rate as provided in Article 14.03 for all hours worked unless the employee has requested to work.

H.4 There will not be less than a period of twelve (12) consecutive hours between shifts worked by an employee, except in an emergency, or at the request of an employee. Failure to provide this will result in premium pay as provided in Article 14.03 for the nurses next shift worked.

H.5 The Hospital will provide at least one (1) weekend off in two (2).
The definition of a weekend shall be 19:30 Friday to 07:30 Monday.

If an employee is required to work on a second consecutive and subsequent weekend she or he will receive premium pay as provided in Article 14.03 for all hours worked on that weekend save and except where:

- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- ii) such employee has requested weekend work only; or
- iii) such weekend is worked as the result of an exchange of shifts with another employee.

H.6 In any two (2) week period at least two (2) consecutive days off will be scheduled for full time employees.

H.7 There will be two (2) paid rest periods and two (2) unpaid lunch periods in each tour, the duration as provided in Article 13.02. The time for such periods shall be scheduled by the immediate Manager.

H.8 2D2N Schedule- Full-time only

2D2N Schedules will be developed by management in collaboration with input from the union.

(a) 2D2N Schedules shall be introduced to any unit when:

- i) sixty- six and two thirds (66 2/3 %) of the full time employees in the unit so indicate by secret ballot, and
- ii) the Hospital and the Union agree to implement such schedules. Such agreement shall not be withheld in an unreasonably arbitrary manner.

(b) 2D2N schedules may be discontinued in any unit when:

- i) Sixty- six and two thirds (66 2/3 %) of the employees in the unit so indicate by secret ballot; or
- ii) At the request of the Hospital because of:
 - A) adverse effects on patient care;
 - B) inability to provide a workable staffing schedule, or

- C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.

(c) Trial Period

There shall be a trial period of a minimum of six (6) months. The scheduling initiative will be evaluated jointly halfway through and at the end of the trial period.

(d) Continuation

Following the trial period in (c) above the scheduling initiative will be continued provided Sixty- six and two thirds (66 2/3 %) of the full-time employees in the unit indicate so by a secret ballot vote conducted by the Union and Patient Care Manager. This vote will be conducted one (1) week prior to the end of the trial period.

(e) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:

- i) the parties shall meet within two (2) weeks of the giving of notice to review and discuss the request for discontinuation; and
- ii) where it is determined that 2D2N schedules will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.

The scheduling provisions contained in the collective agreement are applicable save and except:

- (f) Employees shall not be required to work more than four (4) consecutive extended tours (11.25 hour shift). Where schedules do not conform to this, the employee shall be paid a premium in accordance with Article 14 for the fifth (5th) subsequent and consecutive tour worked until a day off is scheduled.
- (g) An employee will receive premium pay as defined in Article 14 for all hours worked on a fifth (5th) consecutive and subsequent consecutive weekend until a weekend is scheduled off, save and except where:
 - i) such weekend has been worked by the employee to satisfy specific days off required by such employee; or
 - ii) such employee has requested weekend work; or
 - iii) such weekend is worked as the result of an exchange of shifts with other employees.
- (h) Where an employee works extended tours on a paid holiday she shall be paid in accordance with Article 15 of the Central Agreement, and Article M of the Local provisions of the Collective Agreement.

All schedules will be done on the basis that each full-time employee will be scheduled for 1,950 hours per year.

ARTICLE I – INNOVATIVE SCHEDULING

- I.1 Innovative Schedules other than those currently provided for in Appendix 5 of the Local Provisions and which fall under Article 13.03 of the Central portion of the collective agreement will not be implemented on any unit prior to discussion with, and the agreement of the Union. All parameters related to the introduction, discontinuation, voting process, trial periods and scheduling will be agreed upon in writing.

ARTICLE J – WEEKEND WORKER

- J.1 The Parties agree to a weekend worker schedule. The weekend worker will be scheduled in accordance with Article 13.04 of the Central Collective Agreement with the following conditions applying.

- i) The Hospital and the Union will discuss vacancies and scheduling objective prior to the implementation of any weekend worker position.
- ii) Schedules for the period will consist of two (2) 11.25 hour tours weekly which fall within the weekend definition in Article G.2 and one (1) 7.5 tour each week.
- iii) These positions will not result in the layoff of any full-time or regular part-time registered nurses.
- iv) If the agreement is not continued by the parties, the incumbents who were permanent employees prior to the agreement will be returned to their former position occupied prior to the posting.
- v) Either the Hospital or the Union may discontinue this agreement with ninety (90) days notice.

Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE K – STANDBY SCHEDULING

- K.1 In areas where standby is utilized, the Hospital will endeavour to distribute such duty on an equitable basis. The Hospital will notify the Union in writing prior to initiating standby assignments in any additional areas.

The Hospital will endeavour to post standby assignments at the same time as the tour of duty schedule is posted. Employees will be permitted to exchange their standby assignments, with the prior approval of the immediate Manager, if

possible, and provided the appropriate response time is met by the employees making the exchange.

Employees will not be scheduled for standby on a scheduled weekend off or scheduled day off, unless mutually agreed between the employee and her or his immediate Manager. This paragraph does not apply to the employees in the operating room where nurses will have on call assignments fairly and equitably distributed amongst trained surgical suite staff. The Hospital will discuss with the union prior to changing the standby requirement in the operating room.

Additional standby shifts that become available will be offered by seniority in a fair and equitable basis.

ARTICLE L – JOB SHARING

- L.1 Job Sharing is defined as an arrangement whereby two (2) employees share the hours of work that presently or otherwise would exist as a full-time position. Only full-time positions shall be considered for job sharing between two (2) employees. The Parties agree to consider requests for job sharing of a Part time position. Such requests will not be unreasonably denied. Terms will be identified and agreed to in writing by both parties
- L.2 (a) The Hospital will permit up to two (2) full-time registered nurse positions at the Perth site and up to two (2) full-time registered nurse positions at Smiths Falls to be job shared. More than two full-time positions per site will be considered on an individual basis and requests shall not be unreasonably denied.
- (b) The Vice President of Patient Care Services and Chief Nursing Officer must approve any application for job sharing before it can be implemented, but such approval will not be unreasonably withheld.
- L.3 Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees and the immediate Manager. Job sharers shall not be required but may option extra tours outside of the tours of the job sharing arrangement.
- L.4 The above schedules shall conform with the scheduling provision of the Full-time Collective Agreement.
- L.5 Each job sharer may exchange shifts with her/his partner, as well as with other employees as provided by the Collective Agreement.
- L.6 The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work.
- L.7 **Coverage**
- (a) It is expected that both job sharers will cover each other's incidental illnesses. If because of unavoidable circumstance, one cannot cover the

other, the immediate Manager must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

(b) Vacation, Maternity, and other leaves pursuant to Article 11 of the Central Agreements:

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the immediate Manager but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

L.8 Implementation

All full-time positions will be posted as such first and thereafter as job shared positions. 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.

Any incumbent full-time employee 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.

If one 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 employee will have the option of continuing the full-time position or reverting to a part-time position for which she/he is qualified. If she/he does not continue full-time, the position must be posted in accordance with the Collective Agreement.

L.9 Discontinuation

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

ARTICLE M – PAID HOLIDAYS

M.1 For the purposes of Article 15.01 of the Central Agreement, the following are recognized paid holidays:

New Year's Day (January 1 st)	Civic Holiday
Family Day (3 rd Monday in Feb.)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day (December 25 th)
Canada Day (July 1 st)	Boxing Day (December 26 th)

- M.2 If a full time employee qualifies under the provisions of Article 15.02 of the Collective Agreement and she or he works on the holiday she or he will receive a lieu day off, such day to be granted within sixty (60) days of the date on which the holiday was observed. Notwithstanding the foregoing, a full time employee may be permitted to accumulate a maximum of three (3) such lieu days.
- M.3 For those full time employees who work extended tours, lieu days shall be taken in one of the following ways:
- (a) on a 7.5 hour day;
 - (b) three (3) paid holidays on two (2) consecutive 11.25 hour days;
 - (c) on an 11.25 hour day and be paid only for 7.5 hours;
 - (d) the employee has the option to use her or his vacation bank or banked overtime to top up payment for a lieu day.

ARTICLE N – VACATIONS

- N.1 Part time/casual employees will be paid their appropriate percentage of vacation pay on each cheque.
- N.2 The Hospital shall give either the weekend preceding the vacation or the weekend immediately following the vacation, as days off.
- N.3 An employee shall submit her or his written request electronically (email/HRIS) for the vacation period from June 15th to September 15th on or before April 15th of each year. The final schedule for this period will be posted by May 15th. For the vacation periods outside of the months of June 15th to Sept. 15th, and for requests during that period not submitted by April 15th, an employee must submit electronically (email/HRIS) her or his request two (2) weeks prior to the posting of the schedule in which that vacation request falls. The manager or designate will provide a response to the request, within 2 weeks in writing electronically (email/HRIS). Where a dispute arises between employees requesting the same vacation times and such requests cannot be accommodated by the Hospital then unit seniority shall apply. An employee may exercise her or his seniority rights only once in a calendar year.
- An employee may not schedule more than two (2) weeks' vacation from June 15th to September 15th, however additional requests may be granted after all employees have had an opportunity to request vacation during this period. Employees may not schedule vacation between December 21st and January 4th, however, special requests in writing for special circumstances will be considered by the unit manager or designate.
- In the event that an employee transfers into another nursing unit after the posting of vacations, she or he shall be granted vacation from the remaining available vacation periods on the basis of seniority for that vacation year only.
- N.4 Vacations may not be accumulated over the maximum yearly entitlement of the employee, except with the permission of the Hospital.

- N.5 For all employees, vacation shall be used and earned in hours. Vacation taken may not be less than 3.75 hours.
- N.6 Between June 15 and September 15, requests for weeks off will take precedence over requests for lesser periods, regardless of seniority.

ARTICLE O – SICK LEAVE (APPLIES TO FULL-TIME EMPLOYEES ONLY)

- O.1 For extended tours sick time will be paid in hours earned as follows:
- two (2) 11.25 extended tours = three (3) 7.5 hour regular days;
 - three (3) 11.25 extended tours = four and one-half (4 1/2) 7.5 hour regular days.

ARTICLE P – PREPAID LEAVE PLAN

- P.1 The number of full-time and part-time employees that may be absent at any one time under the prepaid leave program shall be a total of four (4) with not more than one (1) employee being absent from any one (1) nursing unit at the same time.

ARTICLE Q – WORKERS' COMPENSATION AND REINSTATEMENT

- Q.1 The Hospital will notify the Bargaining Unit President of the names of all employees who go off work due to a work related injury or when an employee goes on L.T.D.
- Prior to any employee returning to work (from a lost time claim injury) on a permanent Modified Work Program, the Hospital will notify and meet with the employee and the applicable Ontario Nurses' Association Occupational Health and Safety Representative of the Hospital to discuss the circumstances surrounding the employee's return to suitable work.
- The Hospital agrees to provide the Union with a copy of the Workers' Compensation Board Form 7 (as they pertain to lost time claims only) at the same time as it is sent to the Board. The employee must give written consent for release of Form 7.

ARTICLE R – MODIFIED WORK/RETURN TO WORK PROGRAMS

- R.1 The Hospital and the Union recognize the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating employees who have been ill, injured or permanently disabled, to enable their early and safe return to work, where possible.
- When it has been medically determined that an employee is ready to return to work the Hospital and the Union will meet with the affected employee and the manager to discuss a return to work plan. The employee may decline in writing, the involvement of the union representative(s).

ARTICLE S – WORKPLACE VIOLENCE PREVENTION

S.1 (a) Definition of Violence

Violence is any actual, attempted or threatened or implied conduct of a person that causes or is likely to cause physical and/or psychological trauma/ harm/injury/illness or that gives a person reason to believe that s/he or another person is at risk of and/or psychological trauma/harm/ injury/illness. The Employer agrees that such incidents will not be condoned. Any employee who knows of violence or potential violence shall report this to a supervisor who will make every reasonable effort to rectify the situation.

(b) The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence (see Workplace Violence Prevention Policy).

(c) The Hospital will report all incidents of violence to the Joint Health and Safety Committee for review.

(d) The Hospital, will inform the Union as soon as possible of any nurse who has been subjected to violence while performing his or her work. Such information shall be submitted in writing to the Union as soon as possible.

(e) 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 his or her work.

ARTICLE T – MUSCULOSKELETAL INJURY PREVENTION AND CONTROL

T.1 The Hospital, in consultation with the Joint Health and Safety Committee (JHSC), shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices and training for the health and safety of employees (see Minimal Lift Policy).

ARTICLE U – SHARPS INJURY PREVENTION PROGRAM

U.1 The Hospital, in consultation with the Joint Health and Safety Committee, shall develop, implement and monitor a program for the prevention of needle stick and sharp injuries and the treatment of such injuries should they occur (see Sharps Injury Prevention Program Policy). The program shall be evaluated annually by the Hospital in consultation with the Joint Health and Safety Committee.

ARTICLE V – PAYROLL

V.1 Any omission of one (1) shift or more on an employee's bank deposit due to an error on the part of the Hospital shall be paid to the employee within two (2) business days of the time the employee notifies the Hospital.

ARTICLE W – LANARK COUNTY MENTAL HEALTH PROGRAM

Collective Agreement Issues Specifically Applying to the Lanark County Mental Health Program Employees

- W.1 The hours of work for nurses shall be flexible. Flexible hours of work shall be subject to the following conditions:
- (a) The regular work day shall consist of seven (7) hours which shall be worked between 0800 hours and 2000 hours of each day;
 - (b) It shall be the responsibility of the nurse in co-operation with her team and a supervisor to schedule her hours of work in any week provided;
 - i) Other scheduled meetings shall be conducted during regular hours of work except in extraordinary circumstances;
 - ii) A nurse will normally work seven (7) hours per day unless mutually agreed by the nurse and her supervisor;
 - iii) An employee shall receive banked time or payment for all approved OT hours worked in excess of seventy (70) hours in a pay period (two weeks);
 - iv) A nurse responding to a telephone call while on standby will be paid in accordance with Articles 14.06, 14.07, and 14.09 of the Central Collective Agreement, subject to the following:
 - A) Payment for all telephone consultations that occur while an employee is on standby will be paid in fifteen (15) minute increments at the rate of time and a half the employee's regular hourly rate for calls received between 07:00 and 23:00 hours, or in thirty (30) minute increments for calls received between 23:00 hours and 07:00 hours.
 - B) Any other calls received during the same fifteen (15) minute or thirty (30) minute periods will not result in any additional compensation.
 - C) Any calls requiring additional consultation beyond the initial fifteen (15) minute or thirty (30) minute periods would be paid at time and a half for each additional fifteen (15) minute increment
 - D) The employee shall complete the Lanark County Mental Health On Call Telephone Record Form and submit it to their Supervisor to substantiate their claim for compensation.
 - E) If call back is necessary it will be verified and authorized by the Director or his/her designate. And paid as per 14.07
 - v) Overtime shall be paid in accordance with Article W.2.

- vi) Evening premium shall be paid in accordance with Article G.6 of the Local Provisions and Article 14.10 of the Central Collective Agreement with evening premiums beginning at 1600.

W.2

Overtime

- (a) When pre-approval for overtime is not possible (during a critical situation) the nurse must notify the manager or his/her designate the next working day. The overtime shall be paid at one and one half (1 1/2) times the nurse's regular hourly rate for each hour of overtime worked. Where mutually agreed between the Executive Director or designate and the nurse, overtime may be paid by granting banked time off at time and one half (1 1/2) for each hour of overtime worked. Overtime shall be calculated according to Article W.1 (b) iii).
- (b) Banked time off for approved overtime worked may only be accumulated to a maximum of thirty-five (35) hours. Overtime worked in excess of accumulated banked time off will be paid at overtime rates per Article 14 of the Central Collective Agreement.
 - i) Banked time is to be taken at a time that is mutually agreeable to the nurse and the supervisor.
 - ii) Nurses who have banked time as of the last pay period in March will have the banked time paid out by separate direct deposit to their preauthorized bank account.

W.3

Transportation Allowance

- (a) For those employees who drive at least eight thousand (8,000) kilometres per annum on the Lanark County Mental Health Program's business, in the month following the exceeding of the 8,000 kilometres, they will receive an additional one hundred and fifty dollars (\$150.00) per month allowance for the balance of the calendar year. The accumulation of kilometres for the purpose of calculating the allowance shall begin on January 1st of each year.

Nurses who are required to use personal vehicles for business on behalf of the LCMH program shall be reimbursed consistent with the current Hospital practice. The Hospital travel reimbursement rate will be reviewed by the Chief Financial Officer and may be adjusted each fiscal year. Upon Board approval the Hospital shall notify all employees of any adjustment to the rate and the effective date.

- (b) Every nurse employed by the Lanark County Mental Health Program must carry Public Liability and Property Damage Insurance on business use basis on their automobile and proof of such insurance must be filed at all times with the Employer.

ARTICLE X – TRANSPORTATION COSTS AND PARKING

- X.1 Where the Hospital requires an employee to travel between the Smiths Falls and Perth sites during the course of their workday, the Hospital will reimburse the employee for transportation costs (consistent with the current Hospital policy for use of personal vehicle).
- X.2 It is agreed that employees who have purchased parking cards at one site will not be required to pay for parking at the alternate site.
- Prior to any changes in the present rates to reflect changes in cost of providing parking services, the proposed changes will be discussed at the Union/Hospital Committee.

ARTICLE Y – MISCELLANEOUS

- Y.1 The Bargaining Unit President or site designates will have their pay kept whole while attending joint employer/union meetings. When joint employer/union meetings are scheduled outside of their regularly scheduled hours the hours will be banked or paid at the straight time hourly rate to a maximum of thirty (30) hours per calendar year.
- Y.2 Notification to Unsuccessful Job Applicants
- The parties agree that any unsuccessful internal candidate for an ONA job posting will be notified, in writing (email acceptable) within one (1) week of the decision being made and prior to the posting of the name of the successful candidate.
- Y.3 Retiree Benefits – Process for Payment
- Any full-time bargaining unit employees who retire and wish to participate in the benefit plans as outlined in Article 17.01(h) and (i) will provide advance payment of the monthly premiums through post-dated cheques provided on a yearly basis.
- It is understood that any transaction would be dated the first of each and every month.
- The Employer will notify the Union of the benefit costs to retired employees each time the benefit costs are renegotiated by the Employer.
- Y.4 Bulletin Boards
- The Hospital will provide bulletin board space and access to computer mail boxes of ONA members for the use of the Union in posting Union notices. Such notices must be submitted to, and approved by, Human Resources or designate prior to the posting. Such approval will not be unreasonably withheld.
- Y.5 Interviews
- In the matter of Article 5.06 of the Collective Agreement the Hospital agrees to designate the time and place for such interview. Such interview shall take place

on Hospital premises and shall not exceed fifteen (15) minutes in duration for each newly hired employee. The interview can be scheduled individually or collectively.

Y.6 Students Placed For Experience

Student employees shall not be included in the staffing quota.

ARTICLE Z – ELECTRONIC GRIEVANCE FORMS

- Z.1 The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).
- Z.2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- Z.3 Electronic grievances may be sent, via email, to the applicable Manager and copied to Human Resources, or the identified designate.
- Z.4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- Z.5 The Union undertakes to get a copy of the electronic version signed by the grievor.
- Z.6 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

SIGNING PAGE

Dated at Ottawa, Ontario this 8th day of February, 2022.

FOR THE EMPLOYER

FOR THE UNION

Nancy Shaw

Jennifer Hodgins

Jennifer Hall

Mary Lou White

LETTER OF UNDERSTANDING

Between:

PERTH AND SMITHS FALLS DISTRICT HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Voluntary Part-time Benefits – Process for Payment

The Parties agree to continue to investigate voluntary Part-time benefits as opportunities are presented.

Dated at Ottawa, Ontario this 8th day of February, 2022.

FOR THE EMPLOYER

FOR THE UNION

Nancy Shaw

Jennifer Hodgins

Jennifer Hall

Mary Lou White

LETTER OF UNDERSTANDING

Between:

PERTH AND SMITHS FALLS DISTRICT HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Shift Cancellation Protocol

The cancellation of Registered Nurses may be required depending upon the volume and acuity of patients. The procedure for shift cancellation is detailed below:

1. Nurses who are working Overtime Shifts will be subject to cancellation first.
2. Full Time Nurses will be offered, in order of descending seniority, the opportunity to take the affected shift off as one of their earned vacation days, or stat days, or banked days, or as an unpaid leave of absence.
3. Part Time Nurses will be offered, in descending order of seniority, the opportunity to take the affected shift off.
4. Casual Nurses working on the unit will be cancelled first.
5. If the need for cancellation remains, nurses will be cancelled as per Article 10.08.

Dated at Ottawa, Ontario this 8th day of February, 2022.

FOR THE EMPLOYER

FOR THE UNION

Nancy Shaw

Jennifer Hodgins

Jennifer Hall

Mary Lou White

LETTER OF UNDERSTANDING

Between:

PERTH AND SMITHS FALLS DISTRICT HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: The Electronic Submission of Dues Information

1. Notwithstanding Article 5.05 of the collective agreement, the Parties hereby agree to enter into an electronic submission of dues information.
2. (a) ONA will provide the employer with an Excel Template containing the type and order of data required.

(b) The Employer will identify each electronic submission by applicable Local number, Bargaining Unit Name, ONA Dues Month (based on when the members worked) and reference number (related to reference number of the applicable direct deposit of dues payment).
3. The Employer will populate the Excel Template as provided by ONA including any data currently provided on the hard copy dues lists as identified within the Collective Agreement and/or was previously provided on the hard copy dues lists.
4. The Employer will provide completed Excel CSV file to ONA via account edues@ona.org.
5. The Employer will submit electronic submission of dues information within three (3) business days of direct deposits of related dues funds.
6. The Employer will continue to provide the Local with a copy of the electronic submission of dues information.
7. If ONA has any questions regarding the contents of an electronic submission, the employer/payroll department will provide requested clarity within five (5) business days.
8. ONA and/or the Employer reserves the right to terminate the electronic submission of dues information if the employer fails to provide the required information, formatted in the ONA template provided or does not promptly address any concerns related to the submission of electronic dues list.

Dated at Ottawa, Ontario this 8th day of February, 2022.

FOR THE EMPLOYER

FOR THE UNION

Nancy Shaw

Jennifer Hodgins

Jennifer Hall

Mary Lou White