

COLLECTIVE AGREEMENT

Between:

**PROVIDENCE CARE CENTRE
PROVIDENCE CARE HOSPITAL**
(hereinafter referred to as "the Hospital")

And:

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

Expiry: March 31, 2025

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APPENDIX 3

Appendix 3 Salary Schedules –

**Temporary Class RN
Psychogeriatric Resource Consultant
Occupational Health Nurse
Registered Nurse**

	April 1, 2022	April 1, 2023	April 1, 2024
Start	\$35.52	\$ 37.93	\$ 39.07
1 Year	\$35.69	\$ 38.88	\$ 40.05
2 Years	\$36.28	\$ 39.86	\$ 41.06
3 Years	\$38.07	\$ 41.65	\$ 42.90
4 Years	\$39.87	\$ 43.52	\$ 44.83
5 Years	\$42.12	\$ 45.70	\$ 47.07
6 Years	\$44.39	\$ 47.98	\$ 49.42
7 Years	\$46.65	\$ 50.38	\$ 51.89
8 Years	\$50.85	\$ 54.37	\$ 56.00

**CTO Case Coordinator/Team Leader
Clinical Educator
Clinical Education Coordinator
Coordinator, Clinical Student Placement Program
Continuing Care Reporting Systems Coordinator
Coordinator, Ambulatory Care Programs**

	April 1, 2022	April 1, 2023	April 1, 2024
Start	\$ 37.52	\$ 40.07	\$ 41.27
1 Year	\$ 37.76	\$ 41.14	\$ 42.38
2 Years	\$ 38.32	\$ 42.10	\$ 43.37
3 Years	\$ 40.28	\$ 44.07	\$ 45.39
4 Years	\$ 42.26	\$ 46.13	\$ 47.52
5 Years	\$ 44.58	\$ 48.37	\$ 49.82
6 Years	\$ 47.03	\$ 50.83	\$ 52.36
7 Years	\$ 49.43	\$ 53.38	\$ 54.98
8 Years	\$ 53.87	\$ 57.60	\$ 59.33

Charge Nurse (permanent) Effective July 20, 2023

	April 1, 2022	April 1, 2023	July 20, 2023	April 1, 2024
Start	\$ 37.52	\$ 40.07	\$ 42.07	\$43.33
1 Year	\$ 37.76	\$ 41.14	\$ 43.14	\$44.43
2 Years	\$ 38.32	\$ 42.10	\$ 44.10	\$45.42
3 Years	\$ 40.28	\$ 44.07	\$ 46.07	\$47.45
4 Years	\$ 42.26	\$ 46.13	\$ 48.13	\$49.57
5 Years	\$ 44.58	\$ 48.37	\$ 50.37	\$51.88
6 Years	\$ 47.03	\$ 50.83	\$ 52.83	\$54.41
7 Years	\$ 49.43	\$ 53.38	\$ 55.38	\$57.04
8 Years	\$ 53.87	\$ 57.60	\$ 59.60	\$61.39

Nurse Practitioner

	April 1, 2022	April 1, 2023	April 1, 2024
Start	\$ 53.45	\$ 57.08	\$ 58.80
1 Year	\$ 53.96	\$ 58.78	\$ 60.55
2 Years	\$ 54.45	\$ 59.82	\$ 61.62
3 Years	\$ 54.91	\$ 60.07	\$ 61.87
4 Years	\$ 55.42	\$ 60.49	\$ 62.31
5 Years	\$ 55.90	\$ 60.65	\$ 62.47
6 Years	\$ 56.52	\$ 61.09	\$ 62.92
7 Years	\$ 57.22	\$ 61.80	\$ 63.65
8 Years	\$ 58.99	\$ 63.07	\$ 64.96

APPENDIX 4 – SUPERIOR CONDITIONS

ARTICLE 11 - LEAVE OF ABSENCE (FULL TIME ONLY)

Employees who are in the employ of St. Mary's of the Lake Hospital as of August 12, 1988 shall:

- (1) continue to accumulate seniority during a period of personal leave up to a maximum of ninety (90) calendar days;
- (2) shall not have credit for seniority suspended, but shall accumulate seniority during maternity leave; and
- (3) shall not have credit for seniority suspended, but shall accumulate seniority during adoption leave.

ARTICLE 12 - SICK LEAVE AND LONG TERM DISABILITY (FULL TIME ONLY)

With reference to Article 12.03 of the central document, the following Articles set out the pay out provision that existed under the former Collective Agreement with St. Mary's of the Lake Employees' Association.

On termination of employment, with over ten (10) consecutive years of service, commencing from January 28th, 1966 and provided two (2) weeks notice of her or his intention to resign is given in writing an employee shall receive fifty percent (50%) of her or his accumulated sick credits, in cash; such payment not to exceed a maximum of forty-five (45) days. Termination payments of sick time in this Article shall not apply to sick credits accrued prior to January 1966.

All employees retiring at age sixty-five (65) with over ten (10) years of service from date of employment shall receive fifty percent (50%) of her or his accumulated sick credits, in cash; such payment not to exceed a maximum of forty-five (45) days. This will apply only to sick credits accrued after January 1966.

MENTAL HEALTH NURSES EMPLOYED AS OF AUGUST 30, 2016

The Employer agrees to grandparent all employees of Mental Health Services, Providence Care Centre, who were employed as of August 30th, 2016 and continue to be employed as a Registered Nurse in the Bargaining Unit.

Family Related Leave

The Employer shall grant an employee use of accumulated credits for up to five (5) days in a year for family related purposes. A written explanation of the reason for the leave shall be provided in conjunction with the request. For the purposes of the Article, it is agreed by the parties that any such leave shall accumulate towards the Hospital's obligation to provide similar unpaid leave under the Employment Standards Act.

Use of Accumulated Credits

A nurse who is absent from her/his duties due to sickness or injury may at her/his option, supplement their short term sick leave benefits with the use of her/his accumulated credits

(vacation, lieu time) up to an amount equal to her/his regular pay.

Percent In Lieu of Benefits

Employees from the Mental Health Services site who are currently in receipt of 14% in lieu of benefits will continue to receive 14% in lieu of benefits. Such employees will not continue to receive 14% in lieu of benefits at the point they cease to meet the eligibility requirements.

Retiree Benefits

Employees are eligible for these benefits who were formerly covered by the Mental Health Services collective agreement expiring March 31, 2016 and who were at least fifty (50) years old as of April 1, 2016, provided they meet the eligibility requirements as identified below:

The Hospital will provide to all full-time employees who reach age fifty-seven (57) and retire (including disability retirements) and have not reached age sixty-five (65) and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees as long as the retiree pays the Employer their share of the monthly premiums, in advance. The Hospital will contribute seventy-five percent (75%) of the billed premiums of these benefit plans.

Wages

Mental Health Services employees, employed prior to the date of the award, will be maintained (green circled) at the current rate, subject to general wage rate increases (if any). Such employees will transfer to the ONA Central Hospital wage grid at the point that the ONA wage grid surpasses their current wage rate provided they have achieved the required years of service.

Mental Health Services – Registered Nurse

	April 1, 2022 – 1%	
	1-Apr-2021	1-Apr-2022
Step 1	\$40.15	\$40.55
Step 2	\$40.86	\$41.27
Step 3	\$42.03	\$42.45
Step 4	\$43.27	\$43.70
Step 5	\$44.50	\$44.95
Step 6	\$45.74	\$46.20
Step 7	\$47.68	\$48.16
25 Years	\$48.52	\$49.01

APPENDIX "5" – LOCAL PROVISIONS

ARTICLE A – RECOGNITION

- A.01 (a) The Hospital recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all registered and graduate nurses of Providence Care Centre employed at Providence Care Hospital or any satellite sites directly connected with programs of Providence Care Hospital employed in a nursing capacity save and except Infection Control Practitioner, Advance Practice Leader, Advanced Practice Nurses-Clinical Nurse Specialists, Nursing Supervisors, those above the rank of Nursing Supervisor, and students engaged in a period of internship as part of a course of provisional training and persons covered by subsisting collective agreements.

Clarity Note: The positions of Psychogeriatric Consultant and Intake/Discharge Planning Coordinator are in the ONA bargaining unit, regardless of whether the incumbent is an RN.

ARTICLE B –MANAGEMENT RIGHTS

- B.01 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. The Union agrees to work with the Hospital at all times to maintain the highest standards of service and efficiency. 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 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 connection therewith;
 - (e) make and 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.02 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 STEWARDS AND UNION COMMITTEES

C.01 Union Stewards

The Union shall keep the Hospital informed of the names of the union representatives and the areas covered.

C.02 Hospital Association Committee - Professional Development Committee

There shall be a Hospital Association Committee - Professional Development Committee comprised of six (6) representatives of the Union who shall represent both full-time and part-time employees and six (6) representatives from the Hospital. Each party may have alternates to replace a member from time to time. The membership of the Committee may be expanded by mutual consent.

C.03 Grievance Committee

The Hospital shall recognize a Grievance Committee of four (4) union stewards who shall represent both full time and part time employees. ONA agrees that union stewards in attendance at meetings will be no more than is reasonably necessary to fairly represent its member(s).

C.04 Negotiating Committee

The Hospital shall recognize a Negotiating Committee of not more than five (5) nurses. If negotiations between the parties are scheduled on a nurse's day off, the Hospital will endeavour to provide such nurse with an alternate day off in the pay period.

C.05 Occupational Health and Safety Committee

The Hospital will recognize bargaining unit employee(s) of the Joint Occupational Health and Safety Committee as set out in the Occupational Health and Safety Act and Terms of Reference of the Committee.

C.06 Scheduling Committee

There shall be a Scheduling Committee comprised of four (4) Union representatives and four (4) Hospital representatives. Employees who are members of this Committee will be paid for all time in attendance at committee meetings.

The Committee will meet at least quarterly. Meetings will be prescheduled on a yearly basis on mutually agreed upon dates and times.

A copy of all unit master rotations will be sent electronically to the Committee no later than February 1st of each year.

Purpose of the Committee:

- (a) To discuss, identify and assist in the resolution of scheduling concerns;
- (b) To review all new and revised master schedules to ensure compliance with the collective agreement; such schedules will be sent to the committee members one (1) week in advance of the meeting;
- (c) To review all requests for innovative schedules on any unit in accordance with Article 13.03.

ARTICLE D – INTERVIEWS

- D.01 The Hospital agrees that a Union interview will be given to each new employee during her or his orientation period. The Hospital shall designate the time and place for the interview, the duration of which shall not exceed fifteen (15) minutes. The interview can be scheduled individually or collectively.
- D.02 Newly hired employees shall be informed in writing, the name of the bargaining agent, as well as the name and contact information of the Bargaining Unit President.
- D.03 On a monthly basis the Employer agrees to notify the Bargaining Unit President in writing of such new hires.

ARTICLE E – LEAVE OF ABSENCE

- E.01
 - (a) Leave of absence for Union business shall be given for up to an aggregate maximum for all full time and part time employees of one hundred (100) days during any calendar year, provided two (2) weeks' notice is given to the Hospital, where possible. Such leave shall not be unreasonably withheld. It is agreed that not more than two (2) employees shall be absent on such leave at the same time.
 - (b) Leaves of absence, without pay, for nurses elected to the position of Local Coordinator shall be separate and apart from the leave days referred to in the above-mentioned clause E-01 (a). It is understood that such nurse will provide the Hospital with reasonable notice.

- (c) Leave of absence for Union business shall be given to employees elected to the positions of Bargaining Unit President, Treasurer and Secretary for the purpose of attending Local Bargaining Unit Executive Meetings up to 4 days per calendar year. This leave shall be separate and apart from the leave days referred to in the above-mentioned clause E-01(a). Requests for such leave will be submitted to the employer in writing with as much advance notice as possible but no less than two (2) weeks' notice. Such leave shall not be unreasonably withheld.
- (d) During such leave the nurses' salary and applicable benefits shall be maintained by the Hospital and the Union agrees to reimburse the Hospital in the amount of full cost of such salary and applicable benefits.

E.02 An employee, who requests to attend a short course, workshop, seminars, or any nursing related course, may request to have her or his scheduled shifts rearranged in order to attend such courses. A request by an employee to have her or his schedule rearranged shall not be unreasonably denied by the Hospital.

ARTICLE F – SCHEDULING

- F.01 (a) Master rotations that meet the operational needs of the hospital will be developed by each manager in consultation with the staff of her or his unit. Each full-time nurse will have a designated line on the master rotation of their unit(s).
- (b) Copies of all master rotations will be sent to the Bargaining Unit President no later than February 1st in each year, or at any time where changes are made to the master schedule.
- (c) Selection of master rotation lines shall be done in order of seniority, starting with the most senior nurse. The most senior employee shall exercise their seniority rights in selections on the master schedule.
- (d) Master rotations shall not be changed without prior discussion with the Union.
- (e) Where a full time line becomes vacant on a unit, requests may be submitted in writing by full-time nurses on that unit for consideration of transferring 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 filling the vacancy.
- (f) Schedules shall be posted not less than four (4) weeks in advance and cover a four (4) week period. The Employer will endeavour to

post schedules without vacancies as long as operationally feasible It shall be the responsibility of the employee to consult the posted schedules.

F.02 The employee will Endeavour to submit written requests for special time off two (2) weeks in advance of posting the schedule. Requests for special time off that arise after the posting of the schedule will be submitted in writing two (2) weeks in advance of the requested time off, except in extenuating circumstances. Such requests will not be unreasonably denied.

F.03 (a) 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.

(b) 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.

(c) Failure to provide forty-eight (48) hours off when a tour of duty is changed following night duty will result in the employee being paid at the rate of time and one-half (1-1/2) for the next shift worked.

(d) Failure to provide twenty-four (24) hours off between a change of tour will result in the employees being paid at the rate of time and one-half (1-1/2) for the next shift worked.

F.04 Christmas and New Years Scheduling

An employee will be scheduled off work either Christmas or New Year's season on an alternating basis except in areas which are not normally required to work on weekends and paid holidays. For example, if scheduled off work for the Christmas season one year, the employee will be scheduled off work the New Year's season the following year, etc. While the normal scheduling provisions can be waived to accommodate this special arrangement between December 15 and January 15, the employer will endeavour to maintain the normal scheduling provisions for Christmas or New Year's schedule where possible.

For purposes of this schedule, Christmas season shall be defined as December 24, 25 and 26; New Year's season as December 31 and January 1. If an employee is scheduled to be off at Christmas, they must be off December 24, 25, 26 and if they are scheduled to be off New Year's they must be off December 31st, January 1st and 2nd. An employee will receive five (5) consecutive days off during this period, unless mutually agreed otherwise.

Requests for Christmas and New Years' time off shall be submitted by October 1st. The Schedule for Christmas and New Year's shall be posted by November 15th.

Clarity Note: Statutory Holiday credits may be incorporated in the five (5) consecutively scheduled days off during the Christmas and New Year's season(s) referenced above.

F.05 Where a full-time employee chooses equivalent time off as provided by Article 14.09, such time off shall be taken at a mutually agreeable time.

Any lieu time not taken by March 31 shall be paid out by the Hospital.

F.06 Employees currently working a permanent shift will not be required to rotate.

F.07 (a) The most senior RN from the home unit each Evening, Night, Weekend or Paid Holiday shift in each area shall be designated as Team Leader unless such senior RN declines, in which case the designation shall go to the next most senior RN. Such RN will be paid in accordance with Article 19.04 (d).

(b) An employee in a permanent charge nurse position shall be scheduled Monday to Friday on day shift. Employees temporarily assigned to carry out the assigned responsibilities of the charge nurse position will be compensated in accordance with Article 19.04 (b).

F.08 There will be no scheduled split tours.

F.09 Exchange of Shifts

A request for exchange of shift in the posted schedule will be submitted in writing and co-signed by the employee willing to exchange her or his shift and approved by the Manager. It is understood that such change initiated by the employees will not result in the requirement of any premium payment by the Hospital. All shift exchange requests must occur within the posted schedule.

F.10 Scheduling For 7.5 Hour Tours

(a) There will be two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) minute unpaid lunch period in each tour.

(b) Employees will not be scheduled to work more than seven (7) consecutive days without their consent. Four (4) days off will be scheduled for full time employees for 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.

If an employee is required to work on the eighth (8th) or consecutive day, she or he will be paid time and one-half (1-1/2) for all hours worked unless the employee has requested to work.

- (c) The Hospital will provide at least four (4) weekends off in eight (8).
- (d) If the employee is required to work on a third (3rd) subsequent and consecutive weekend of duty, she or he shall receive premium pay for the hours worked 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; or
 - iii) Such weekend is worked as the result of an exchange of shift with another employee.
- (e) A full time employee who normally rotates shall not be scheduled to work more than two (2) consecutive weeks on evening or night tour. At least an equal number of weeks on days as on the evening and/or night tours shall be scheduled unless there is mutual agreement to waive the above conditions. An employee will not be scheduled to work days, evenings, and nights in any one week's tour of duty.
- (f) It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday evening shift until the commencement of the Monday day shift.
- (g) Full time employees are only required to work two shifts, either Days and Nights or Days and Evenings, when the normal work tour is 7.5 hours. Where it is not possible to accommodate each full time employee's preferences, preferences will be accommodated in order of unit seniority.

For part time employees, the Hospital shall endeavour to equitably distribute day shift work assignment by units to employees who are on rotating shifts.

- F.11
- (a) Extended tours shall be introduced into any unit when,
 - i) seventy percent (70%) of the employees in the unit so indicate by secret ballot; and
 - ii) the Hospital agrees to implement such agreement, shall not be withheld in an unreasonable or arbitrary manner.
 - (b) Extended tours may be discontinued in any unit when:

- i) seventy percent (70%) of the employees in the unit so indicate by secret ballot; or
- ii) 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. Extended tours will be evaluated jointly halfway through and at the end of the trial period.

(d) Continuation

Following the trial period in (c) above extended tours will be continued provided seventy percent (70%) of the full-time and regular part-time employees in the unit indicate so by a secret ballot vote conducted by the Union and Employer. 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 the request for discontinuation; and
 - ii) where it is determined that extended tours will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.

F.12 Scheduling for 11.25 hour-Extended tours

- (a) The hours of work for employees working twelve (12) hour extended tours may be averaged over a specified period of time (i.e. 225 hours in a 6-week period or 75 hours over a 2-week period).
- (b) Full time employees will have a minimum of two (2) consecutive scheduled days off, Part time employees will have a minimum of two (2) consecutive scheduled days off in each pay period. Failure to provide this will result in premium pay for all hours worked on the next shift.
- (c) No more than three (3) extended tours shall be scheduled without a

day off. If an employee is required to work on fourth (4th) extended, subsequent and consecutive day, she or he shall receive premium payment until a day off is granted.

- (d) The Hospital will provide at least two (2) weekends off in four (4). If the Employee is required to work on a third (3rd) subsequent and consecutive weekend of duty, she or he shall receive premium pay for the hours worked 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; or
 - iii) such weekend is worked as the result of an exchange of shift with another employee.
- (e) A weekend off shall be defined as at least sixty (60) consecutive hours scheduled off duty following the completion of the Thursday night tour or the Friday day tour.
- (f) For full time employees at least fifty percent (50%) of tours worked shall be on the day shift, except where the employee chooses to work a greater percentage of night tours.
- (g) A full time employee will not change tours of duty more than once during a week, unless otherwise agreed by the employee.

F.13

(Applies to F/T only)

- (a) A 2D/2N schedule shall be introduced into any unit when,
 - i) extended tours have been introduced into the unit in accordance with Article F.11; and
 - ii) seventy percent (70%) of the full-time employees in the unit who vote so indicate by secret ballot; and
 - iii) the Hospital agrees to implement a 2D/2N schedule; such agreement shall not be withheld in an arbitrary manner.
- (b) A 2D/2N schedule may be discontinued in any unit when:
 - i) extended tours have been discontinued on the unit in accordance with Article F.11; or

- ii) seventy percent (70%) of the employees who work 2D/2N so indicate by secret ballot; or
 - iii) the Hospital because of
 - A) adverse effects on patient care,
 - B) inability to provide a workable staffing schedule, or
 - C) any other reason which is not arbitrary,states its intention to discontinue 2D/2N tours.
- (c) 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 the request for discontinuation; and
 - ii) where it is determined that the 2D/2N schedule will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.
- (d) Scheduling Regulations for 2D/2N
- i) Employees who are working a 2D/2N schedule shall be scheduled to work four (4) consecutive extended tours comprised of two (2) consecutive day shifts and two (2) consecutive night shifts followed by five (5) days off. It is understood that these five (5) days off may be interrupted by a single day or night shift for the purposes of compliance with (v) below.

Clarity Note: The Employer will endeavour to schedule the single shift as a day shift provided it does not result in scheduled overages.
 - ii) If an employee is required to work on a fifth (5th) extended, subsequent and consecutive day, she or he will be paid premium pay for the fifth (5th) consecutive and subsequent day until a day off is granted.
 - iii) Schedules for employees on a 2D/2N schedule shall be for a period of nine (9) weeks. Employees will be scheduled three (3) weekends off in a nine (9) week schedule.
 - iv) If the employee is required to work on a fourth (4th) subsequent and consecutive weekend of duty, she or he shall

receive premium pay for the hours worked save and except where:

- A) Such weekend has been worked by the employee to satisfy specific days off requested by such employee; or,
 - B) Such employee has requested weekend work; or,
 - C) Such weekend is worked as the result of an exchange of shifts with another employee.
- v) In order to ensure 1950 paid hours per year, additional shifts as necessary will be scheduled, which will not incur premium pay and which may be split between days and nights.
 - vi) If the Hospital is unable to find a workable schedule that complies within F.13, the Parties will meet to discuss the issue prior to the Hospital deciding not to introduce the 2D/2N schedule.

F.14 The following are the normal hours of work, inclusive of a minimum half (1/2) hour unpaid meal period, for all shifts in all inpatient nursing departments:

Day Shift	7:00 a.m. to 3:00 p.m.
Evening Shift	3:00 p.m. to 11:00 p.m.
Night Shift	11:00 p.m. to 7:00 a.m.

Extended Tours shall be:

Day Shift	7:00 a.m. to 7:00 p.m.
Night Shift	7:00 p.m. to 7:00 a.m.

inclusive of a minimum three-quarter (3/4) hour unpaid meal period.

Where circumstances warrant a change in the starting and stopping times indicated above, the employer will provide the Union with six (6) weeks' notice and will discuss any changes with the Union prior to implementation.

F.15 Part Time Scheduling

- (a) A regular part time employee must be available as required by the Hospital to work assigned scheduled shifts. Her or his commitment will include the following:
 - i) to be available to work two (2) weekends out of four (4);

- ii) to be available to work two (2) shifts per week and must be prepared to work an additional shift if required;
 - iii) to work as required during the five (5) day period over Christmas or New Year's.
- (b) Prior to the schedule being posted, the Employer agrees to schedule available shifts to regular part time employees as equitably as possible on the unit on the basis of seniority.
- (c) After the schedule is posted and regular part time employees on the unit have been given the opportunity to work up to their commitment, the Hospital will offer additional tours to regular part time employees on the unit on the basis of seniority, prior to offering tours to part-time employees service (i.e. Mental Health, Complex Care/Rehab) wide and then to casual employees, subject to the following:
- i) Employees who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital;
 - ii) A tour will be deemed to be offered whenever a call is placed;
 - iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;
 - iv) When a regular part time employee accepts an additional tour, she or he must report for that tour unless arrangements satisfactory to the Hospital are made;
 - v) Provided they are qualified, employees may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing Hospital practice.
- (d) All regular part time employees on a unit will be scheduled up to their committed hours by seniority before any casual part time employees are utilized.

F.16

Four Hour Shifts

Where four hour shifts are required, the following scheduling regulations shall also apply. The Hospital will endeavour to keep the number of four hour shifts to a minimum.

- (a) There shall be an equitable distribution of such tours among the part time employees in each unit.
- (b) Employees working less than a 7.5 hour tour shall be granted the appropriate paid rest period.

- (c) No part time employee will be scheduled solely on tours of less than 7.5 hours in any pay period except where such arrangements are requested by the employee.
- (d) For employees working tours of duty less than 7.5 hours, the applicable premium rate will be paid of any hours required by the Hospital in excess of the four scheduled hours. (Such premium will not apply in cases where such additional hours are agreed to by the employee.)
- (e) For employees working tours of duty less than 7.5 hours, no more than seven shifts in a row shall be scheduled. If an employee is required to work on an eighth consecutive and subsequent tour, then she or he will receive premium payment for each shift so worked until a day is scheduled off.

F.17

Weekend Worker

- (a) 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 will notify the Union prior to the implementation of a new weekend worker position.
 - ii) Schedules for the period will consist of either:
 - two (2) 11.25 hour tours weekly which fall within the weekend definition in Article F.10 (f) and will schedule one (1) 7.5 hour shift each week either Friday or Monday; or
 - three (3) weekend cycle: weekend one – two (2) 11.25 hour shifts on one weekend and weekend two and three – three (3) 11.25 hour shifts on two (2) weekends.
 - 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 within ninety (90) days' notice. The parties will meet to discuss the discontinuance prior to giving ninety (90) days' notice of such discontinuation. It is understood and agreed that such discontinuance shall not be done in an unreasonable or arbitrary manner.

F.18 Reassignment of Nurses

The Hospital and the Union recognize that it is a management right to reassign an employee who is scheduled to work in accordance with the provisions of the Central Collective Agreement 10.07 (h) and 10.08. The Hospital and the Union agree to implement the following principles if such reassignment occurs:

- (a) Employees working on that unit on the shift may volunteer to be reassigned and the most senior volunteer will be reassigned.
- (b) Should there be no one who volunteers, reassignments will occur in the following order based upon reverse order of seniority, provided the employee possesses the skill and knowledge required on the receiving unit:
 - i. Agency;
 - ii. Casual;
 - iii. Part time – from another unit;
 - iv. Full time – from another unit;
 - v. Part time – regularly scheduled on the unit;
 - vi. Full time – regularly scheduled on the unit;

Note: multi-unit nurses will be considered as regularly scheduled on the unit for both units of their position.

- (c) The Hospital will not reassign the Charge Nurse. The Hospital will not generally reassign new employees who have completed less than a third of their probationary period (175 hours).
- (d) The reassigned employee will identify, to the Nurse in Charge, their skills, experience and orientation needs in relation to duties required on the receiving unit.
- (e) The reassigned employee will be provided with a resource nurse on the receiving unit and an appropriate patient assignment keeping patient care requirements as a first priority.
- (f) The resource nurse will familiarize the reassigned employee to the general functioning of the unit.

- (g) No nurse shall be reassigned more than once per shift, unless otherwise agreed by the affected nurse.
- (h) In the event a nurse is reassigned from one hospital site to another during a shift, the Employer will be responsible for parking costs or will provide a taxi chit at no cost to the employee.

F.19 In the event a shift will attract premium pay or overtime these shifts will be offered by seniority (blended between full-time and part-time) in the following order:

- On the unit;
- Service wide;
- Different classification, service wide;
- Cross service;
- Different classification, cross service.

Full time nurses will be provided the opportunity to express their non-availability for premium pay shifts in a manner determined by the employer. These full time nurses who have expressed their non-availability will be called last.

ARTICLE G – PAID HOLIDAYS

G.01 (a) For the purposes of this Agreement, the following shall be recognized as holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day – July 1	

Full time employees will be granted a twelfth (12th) holiday in the form of a floating holiday. The floating holiday will be granted at a time mutually agreeable between the Hospital and the employee.

Part time employees will be granted a twelfth (12th) holiday to be observed the 3rd Monday in November.

If another day is substituted by statute or decree or by mutual agreement by the parties for observance of any of the holidays listed in this clause, the day of observance so substituted shall be deemed to be the holiday for purposes of this clause.

G.02 A nurse will be paid for all hours worked on the date of the holiday as per Article 15.

- G.03 When a holiday falls on a full time employee's days off and she or he qualifies for the payment under Article 15 of the Collective Agreement she or he will be granted another day off at a mutually agreeable time. Any lieu time not taken by March 31st shall be paid out by the Hospital.
- G.04 A full time employee who qualifies for a lieu day will be granted such at a mutually agreeable time. Any lieu time not taken by March 31st shall be paid out by the Hospital.
- G.05 When a holiday falls within a full time employee's vacation period and she or he qualifies for payment of the holiday subject to Article 15 of the central portion of the Collective Agreement, it shall be added to her or his vacation period or scheduled at a mutually agreeable time.
- G.06 Regular part time employees working the holiday weekend shall be scheduled to work the holiday Monday wherever possible. Regular part time employees scheduled off the holiday weekend shall be scheduled off the holiday Monday, as well, wherever possible.

ARTICLE H – VACATION

- H.01 The date for determining vacation entitlement is date of hire.
- H.02 Vacation may not be accumulated over the maximum yearly entitlement of the employee, except with the permission of the Hospital.
- H.03 (a) Requests for vacation from June 15th to December 14th shall be submitted by March 15th of each year.
Requests for vacation from December 15th to June 14th shall be submitted by September 15th of each year.
- (b) The Hospital shall respond by April 15th and October 15th of each year respectively, for the above vacation periods.
- (c) In scheduling vacation requests, preference will be given to nurses in accordance with their seniority provided the nurse exercises this right by March 15th and September 15th respectively, after which time requests for vacation will be scheduled on a first come, first serve basis. Nurses who request vacation during the first come, first serve period(s), shall be advised of the Employer's decision in writing within thirty (30) days of the request. Such request shall not be unreasonably denied.

Note: The nurses on the unit may post a template vacation planner on January 1st of each year to assist with planning of vacation amongst the staff on the unit. For clarity, managers will only respond to vacation requests submitted as per hospital policy and will not respond to any requests on the vacation planner.

- H.04 Vacation may be taken as single days or a combination thereof.
- H.05 Prior to leaving on vacation, if the schedule has not yet been posted, it is the employee's responsibility to confirm the date and time on which to report to work following vacation.
- H.06 Regular part time employees shall be granted unpaid vacation in accordance with the entitlement of full time employees as per Article 16 of the central agreement
- H.07 An employee may not schedule more than three (3) weeks' vacation from July 1 to August 31; however, additional requests may be granted after all employees have had an opportunity to request vacation during this period. The summer schedule that covers July 1 to August 31 will be posted by May 15th.
- H.08 Employees on each unit and the Bargaining Unit President and Unit reps will be advised of the minimum vacation and lieu quotas on their unit prior to January 1st of each year. Both the lieu and vacation quotas are considered to be minimums. Employees may request additional vacation and lieu time within the appropriate request time prior to the schedule being posted. If, operationally, there is an ability to approve more time off the manager or designate will do so.

ARTICLE I – VIOLENCE IN THE WORKPLACE

I.01 Violence Prevention and Control

- (a) Violence shall be defined as any incident in which a nurse is abused, threatened or assaulted during the course of their employment. It includes the application of force, threats with or without weapons and verbal abuse. The Hospital agrees that such incidents will not be condoned. Any nurse who believes they have been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.
- (b) The Hospital agrees to develop, implement and maintain formalized policies and procedures updated and amended in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses and supervisors.
- (c) The Hospital will report all incidents of violence to the Joint Health and Safety Committee for review.
- (d) The Hospital agrees to provide training and information on the prevention of violence to all employees who come into contact with

potentially aggressive persons. This training will be done during a new employee's orientation and thereafter as per Hospital policy.

- (e) The Hospital, with the nurse's consent, will inform the Union and the JHSC within three (3) days of any nurse who has been subjected to violence while performing their work. Such information shall be submitted in writing to the Union as soon as possible. For critical injuries the Employer will notify the JHSC and the Union immediately and in writing within forty-eight (48) hours.
- (f) The Hospital agrees that, where there is an identified risk of violence, it will make all reasonable efforts to ensure there is an adequate level of trained employees and personnel be present. The Hospital will also ensure there is an adequate number of well-trained personnel who will respond to all code whites and who can immobilize and detain/restrain a patient as needed.
- (g) The Hospital will provide 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 their work.

ARTICLE J – REPORTING SICK

J.01 An employee will observe the following procedure:

- (a) Employees taking ill or suffering an accident during working hours, will notify the Program Manager, or a person designated by the Program Manager, before the employee leaves her or his duties to report to Health Services.

ARTICLE K – UNION MAIL

K.01 The Hospital agrees to provide a slot in the mail room for the use of the Union. In addition, the Hospital will provide the Union with an internal voice mail account.

ARTICLE L – MISCELLANEOUS

L.01 Upon the request of the Union and with reasonable notice the Hospital will provide the Bargaining Unit President the opportunity to read the provisions of the insurance policy or policies as to employee liability and insurance coverage for the employees represented by the Union.

L.02 Three bulletin boards shall be located at Providence Care Hospital. The bulletin boards may be used for the posting of meetings, social functions, job postings and Union information.

A bulletin board will be located at off-site locations, where there are ten (10) or more bargaining unit employees, for the purposes of Hospital communications, including Union notices. For off-site locations with less than ten (10) bargaining unit employees the Union will send information via e-mail.

- L.03 The Hospital will endeavour to hold Hospital/Union meetings requiring the attendance of the Bargaining Unit President during the Bargaining Unit President's scheduled day shift. When such Hospital/Union meetings are scheduled outside of the Bargaining Unit President's regularly scheduled hours, the hours will be banked or paid at the straight time hourly rate to a maximum of one hundred and one and one quarter (101.25) hours per calendar year. Accumulated hours will be taken at a mutually agreed upon time or paid out within the calendar year earned.
- L.04 An applicant who is invited to attend an internal interview shall be granted time off without loss of pay to attend the interview.
- L.05 Notification of Unsuccessful Applicants
- The parties agree that any unsuccessful candidate for an ONA job posting will be so notified, in writing, within one (1) week of the decision being made and prior to the posting of the name of the successful candidate.
- L.06 The Employer shall provide the Bargaining Unit President with copies of all bargaining unit job descriptions.
- Upon request, a copy of an employee's job description will be provided to him/her.
- L.07 A copy of the Seniority List will be filed with the Local Union semi-annually by April 1st and October 1st and posted on the bulletin board.
- L.08 Tour – Where the word “tour” is used in this Agreement, it is to be read as synonymous with the word “shift”.
- L.09 Mental Health Site Employees Who Accepted Employment Prior to the Changeover Date
- The Seniority/Service Dates of all employees in the bargaining unit who accepted employment prior to the Changeover Date (March 5, 2001) will be the same as their Seniority/Service Dates as specified in Schedule “A” of the Memorandum of Agreement between the Crown in the Right of Ontario and Providence Care Centre, or as subsequently amended by the Crown.
- L.10 Regular Part Time Voluntary Benefits – Process for Payment
- The Hospital agrees to provide part-time employees 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

employees who participate will assume 100% of the monthly premiums. Any part-time employees who wishes to participate will make the required contributions through payroll deduction on the first pay of the month.

ARTICLE M – COMMUNITY PROGRAMS

M.01 Scheduling Needs of Community Programs

- (a) Where operationally required, a Compressed Work Week Agreement for each Community Program will be developed based on the operational needs of the program.
- (b) The attached Compressed Work Week Template shall serve as the model agreement upon which Community Program Compressed Work Week arrangements are established (see Letter of Understanding Re: Compressed Work Week).
- (c) The terms and conditions of each Compressed Work Week Agreement may vary to meet the particular needs of the Community Program in question.

ARTICLE N – CHANGES TO STAFF COMPLEMENTS

N.01 The Hospital will discuss with the Union any proposed changes to the full time staff complement prior to implementing any such change.

- N.02
- (a) The Hospital and Union will discuss the transfer of employees from another agency to the Hospital or from the Hospital to another agency whenever a proposal is being made to merge, consolidate or integrate services from one agency to another.
 - (b) Where the employees of such other agency are represented by the Union, such discussions may take place in conjunction with the other agency and representatives of the employees affected.
 - (c) Discussions will include but not be restricted to seniority and service.

ARTICLE O – JOB SHARING

O.01 If the Hospital agrees to a job sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

O.02 The employees involved in job sharing are entitled to all the terms of the part time Collective Agreement except those which are modified as follows:

- (a) Schedules will conform with Articles F and G of the Collective Agreement which set out scheduling.
- (b) Total hours worked by the job sharers shall equal one (1) full time position. Job sharers will have the option of determining between themselves which partner will work on a scheduled tour, however, all scheduled tours must be covered.
- (c) Employees will be granted at least five (5) consecutive days off over either Christmas or New Years. When one or both job sharers work over Christmas neither can be required to work over New Years and vice versa unless mutually agreed otherwise. Should employees be assigned to work either Christmas or New Years, 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 extended 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.
- (d) Paid Holidays

Job sharers will not be required to work, in total, more paid holidays than would one (1) full time employee, unless mutually agreed otherwise.
- (e) Each job share may exchange shifts with her or his partner as well as other employees as provided by the Collective Agreement.
- (f) 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 Staff Scheduling Office must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences. Job sharers shall be offered additional unscheduled tours only if they have made their availability known.
 - ii) Vacation, 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.

(g) 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.

(h) i) An incumbent full time employee wishing to share her or his position, may do so without having her or his portion of the position posted. The other portion 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 employee originating the request. Once the trial period is over, the employee cannot revert to her former position except under (i) and (j) below.

iii) Where two (2) full time employees on one Unit wish to job share one (1) position, neither portion will be posted.

(i) If one of the job sharers leaves the arrangement and the remaining employee was the owner of the full-time position, he/she will have the option to revert to the full-time position. If that right is not exercised then the position that was vacated shall be posted. If there is no successful applicant to the position, the remaining employee will revert to her or his former status. If the remaining employee was previously full time, the shared position will become her or his position. If the remaining employee was previously part time and there is no part time position available on the same Unit, 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 posted according to the Collective Agreement.

(j) 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.

Should the Hospital discontinue job sharing the employees currently working those arrangements will have the option of reverting to their former status or remain part time.

ARTICLE P – MODIFIED WORK

- P.01
- (a) The Hospital will notify the Local Bargaining Unit President of the names of all employees who go off work due to a work related injury.
 - (b) When it has been medically determined that an employee is unable to return to her or his former position due to a permanent disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the local executive to discuss the circumstances surrounding the employee's return to suitable work.
 - (c) The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

P.02 The Hospital and the Union are committed to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Hospital in accordance with the parties' responsibilities under the law.

To that end, the Hospital and the Union agree to cooperate in facilitating the return to work of disabled employees. The Hospital and the Union agree that communication by all participants is essential to the success of the process.

The Hospital will notify the local Bargaining Unit President of the names of all employees who are returning to work on modified work.

ARTICLE Q – SAFETY ISSUES

Q.01 Musculoskeletal Injury Prevention and Control

- (a) 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.
- (b) At least once a year the musculoskeletal prevention and control measures, procedures, practices, and training shall be reviewed and revised in the light of current knowledge and practice.
- (c) The review and revision shall be done more frequently than annually if,
 - i) the Hospital, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or

- ii) there is a change in circumstances that may affect the health and safety of an employee.
- (d) The Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation and thereafter as required.

Q.02 Needlestick/Sharps Safety

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. The program should include and address employee training and education with respect to needle stick and sharps injury prevention, and provide for the maintenance of a needle stick/sharps injuries log to detail incidents. The program shall be evaluated annually by the Hospital in consultation with the Joint Health and Safety Committee.

- Q.03 The Employer shall ensure all company owned/leased vehicles are safe and road worthy. All company owned/leased vehicles will be supplied with a first aid kit and an appropriate car emergency kit as determined through consultation with the Joint Health and Safety committee.

Q.04 High Risk Exposure Areas

Where the Employer and the JHSC identifies high risk exposure areas where employees are potentially in contact with infectious or communicable diseases such as influenza or as may be declared by the Medical Officer of Health, for which there are available protective medications, such medications shall be offered and provided at no cost to employees. The employer shall approve implementation protocols for any such medications.

ARTICLE R – TELEPHONE CONSULTATION

- R.01 Employees who are required to provide professional services over the telephone while on standby (without returning to the Hospital) shall be entitled to a minimum of:

- Fifteen (15) minutes pay for a call received between 0700 hours and 2300 hours,

And

- Thirty (30) minutes pay for a call received between 2300 hours and 0700 hours,

In accordance with Article 14.06, or equivalent time in lieu, per call, regardless of the duration of the call. Any additional time spent on the call over and above the initial minimum time shall be compensated at the same rate but in minimum fifteen (15) minute increments. The employee will complete a record of calls on a form following the period of the call. A call received during a period for which one of the aforesaid minimums is payable as a result of an earlier call will be treated for these purposes as a continuation of that earlier call.

ARTICLE S – ELECTRONIC GRIEVANCE FORMS

- S.01 The parties agree to use the electronic version of the ONA Grievance Form at Appendix 1 of the Hospital Central Agreement.
- S.02 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- S.03 Electronic grievances may be sent, via email, to the applicable Unit Manager or designate and to People Services.
- S.04 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- S.05 The grievor(s) will provide written/email permission to file a grievance at the time the grievance is filed and the Association undertakes to obtain the signature of the grievor(s) on the copy of the electronic version.
- S.06 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.

LETTER OF UNDERSTANDING

RE: Retiree Benefits

In accordance with Article 17.01(h) and (i) of the Central Ontario Nurses' Association Collective Agreement, the parties agree as follows:

1. Any employee who participates in the benefits plans, will provide advance payment of the benefit premium to the Hospital through electronic funds withdrawal on the first of each and every month.
2. The Hospital agrees to notify the Union of the benefit premiums to retired nurses in January of each year, and at any time throughout the year if the benefit premiums change.

LETTER OF UNDERSTANDING

RE: Employee and Family Assistance Program

The parties recognize that exposure to work-related stressors can have an adverse effect on the health and well being of employees. To assist in this and other conditions, the Employer agrees to maintain an Employee Assistance Program (EAP) during the term of this Collective Agreement.

LETTER OF UNDERSTANDING

RE: Return to Work Team

The Hospital and the Union are committed to a fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Hospital in accordance with the parties responsibilities under the law;

The Hospital and the Union agree to cooperate in facilitating the return to work of disabled employees;

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

The parties recognize their joint duty to accommodate employees under Article Q of the Local Collective Agreement;

- A) A Return to Work Team (RWT) will be established with 2 ONA members on the team, the team shall not consist of more than 5 people in total. The Return to Work huddles will be held bimonthly or as otherwise agreed by the parties.

- B) The Hospital will provide an updated list of information to the RWT before each monthly meeting including the following:
- i) ONA members absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits;
 - ii) ONA members absent from work because of disability who are in receipt of Long Term Disability benefits including last day worked;
 - iii) ONA members who required temporary or permanent accommodation in the workplace;
 - iv) ONA members who require temporary modified work;
 - v) ONA members who are currently permanently accommodated in the workplace;
 - vi) ONA members who have been absent from work because of disability for more than twenty-three (23) months;
 - vii) ONA members who have been absent from work due to illness, injury, or disability for longer than 30 days.
- C) It is understood that it is the obligation of the employee, if they are absent from work due to illness, injury, or disability to ensure the Hospital's Occupational Health Service is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.
- D) An employee who has obtained medical clearance from a treating healthcare provider to return to work will provide the Occupational Health Service with medical verification of her/his ability to return to work including information regarding any restrictions.
- E) In creating a return to work plan the employee's abilities and accommodation needs will be reviewed in the following order to determine if the employee can return to her/his:
- i) Original position.
 - ii) Original unit.
 - iii) Original unit/position with modifications to the work area and/or equipment and/or work arrangement.
 - iv) Alternate positions outside the original unit.
- F) The parties recognize that more than one (1) employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the parties agree that they must balance additional factors including in no particular order:
- i) Skills, ability and experience;
 - ii) Ability to acquire skills;
 - ii) Path of least disruption in the workplace;
 - iv) Seniority;
 - v) The principle of returning to work employees who otherwise remain outside the active workforce awaiting accommodation.

- G) An employee in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such employee will remain on the list of employees requiring permanent accommodation until appropriate permanent accommodation has been offered.
- H) **Alternative Placements**
- i) The Hospital will examine all potential vacancies, prior to posting, to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to her/his home unit.
 - ii) When a vacancy is identified as suitable for accommodation purposes, the RWT will convene a meeting as soon as possible to discuss:
 - a. Whether the unit can reasonably accommodate an employee, after considering all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of employees working in the unit, alternative resources;
 - b. Whether the posting of the position under the collective agreement between the parties may be waived;
 - c. Whether a position outside the bargaining unit may be an appropriate position for accommodating an employee.
 - iii) When a permanent accommodation is identified, whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing the details of the permanent accommodation.
 - iv) The parties may agree to a written agreement for temporary accommodations of extended duration. In the event the accommodation placement is unsuccessful, the parties will meet to discuss next steps.
 - v) The home position of an employee requiring permanent accommodation may be posted under the following circumstances:
 - a. The employee is permanently accommodated in another position or arrangement;
 - b. The weight of the medical evidence establishes that there is no reasonable prospect of a return to her/his original position in the foreseeable future;
 - c. The employer may elect to fill the disabled employee's home position by posting a temporary or permanent vacancy:
 - i. so electing, the position will be filled in accordance with the job posting provisions of the collective agreement; the employer will note on the job posting that should

- the temporary position become permanent it may be offered to the incumbent without further posting.
- ii. if and when it is confirmed that the disabled employee cannot return to her/his original position, the position may be offered to the incumbent on a permanent basis.
 - iii. When a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
- l) Filling of a disabled employee's home position does not remove the Hospital's duty to accommodate that employee.
-

LETTER OF UNDERSTANDING

RE: Community Compressed Work Week Template

Community Compressed Work Week Template

The parties agree that the attached Compressed Work Week Template shall serve as the model agreement upon which Compressed Work Week arrangements are established. It is understood that the terms and conditions may need to be varied to meet the particular needs of the community program in question:

MODEL AGREEMENT

Article 1 – Work Unit and Employees Covered

(Detailed and specific description of department and employees covered.)

Article 2 – Hours of Work

- 2.1 The normal or standard extended work day shall vary according to particulars of the CWW schedule as attached in 2.2, however the total number of hours shall not exceed 75 hours.
- 2.2 (Detailed description with an attached schedule where appropriate.)
- 2.3 Failure to provide (____) hours between the end of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 ½) times the employee's regular straight time hourly rate for only those hours which reduce the (____) hour period. Where the (____) hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

Article 3 – Overtime

- 3.1 Overtime shall be defined as being all hours worked in excess of the normal or

standard extended work day, as set out in Article 13 and Article 14 of the Collective Agreement.

- 3.2 For the purposes of overtime the hours of work per week shall be averaged over (____) weeks.

Article 4 – Rest Periods

- 4.1 Employees shall be entitled to, subject to patient care requirements, relief periods during the shift on the basis of 15 minutes of each 3.75 hours worked.

Article 5 – Meal Periods

- 5.1 (Defined in each CWW schedule.)

Article 6 – Sick Leave and Long-Term Disability

(Applicable to Full-Time Only)

- 6.1 The Short-Term Sick Leave Plan will provide payment as per Article 12.

The Long-Term Disability Plan will be administered in accordance with Article 12.

Article 7 – Paid Holidays (Applicable to Full Time Only)

- 7.1 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal work day of seven and one half hours (7 ½) per day.
- 7.2 An employee required to work on any of the designated holidays listed in the Collective Agreement shall be paid at the rate of time-and-one-half (1 ½) her regular straight time rate of pay for all hours worked on such holiday, subject to Article 14.01 (Overtime Provision for hours worked in excess of those regularly scheduled on a CWW day). In addition, she will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times the normal hours of work for the hospital, i.e. seven and a half (7½) hours.

Article 8 – Vacation

- 8.1 (Applicable to full-time time employees only)

Vacation entitlement as set out in Article 16 will be converted to hours on the basis of the employee's normal work week and applied against scheduled CWW hours for the days taken off.

Article 9 – Other Provisions

(Any other provisions related to compressed work weeks are to be set out in this Article and numbered in sequence.)

Term

This Agreement shall be (Specify Term).

Either party may, on written notice of (months) to the other party, terminate this Agreement notwithstanding the above specified term.

NOTE: The Employer agrees in principle that there shall be no prorating of bereavement leave.

LETTER OF UNDERSTANDING

RE: Participation in OPSEU Pension Trust

WHEREAS effective March 5, 2001 the Province of Ontario divested responsibility for the governance and management of the Kingston Psychiatric Hospital (“KPH”) to Providence Care Centre;

AND WHEREAS certain KPH employees were members of the OPSEU Pension Trust (“OP Trust”) prior to the divestment of KPH to Providence Care Centre;

AND WHEREAS Providence Care Centre is a participating employer of the Healthcare of Ontario Pension Plan (“HOOPP”);

AND WHEREAS as a result of a time limited opportunity permitting eligible employees to elect to participate as members of the OP Trust rather than HOOPP;

AND WHEREAS as a result of application of the *Public Sector Labour Relations Transition Act* (“PLSRTA”) effective August 31, 2016 certain of these employees are represented by the Ontario Nurses Association (“ONA”);

AND WHEREAS the collective agreement between the parties provides for some mandatory employee participation in HOOPP;

NOW THEREFORE:

1. The parties agree to waive requirements for mandatory enrollment in HOOPP for those employees who were permitted and elected to participate in OP Trust rather than HOOPP.
2. These employees are required to continue participation in OP Trust on the same basis that they would otherwise be required to participate in HOOPP.
3. The Employer agrees to provide the Union with the names of employees participating in OP Trust within 30 days.

LETTER OF UNDERSTANDING

RE: Current Mental Health Unit Schedules

The parties agree that while the current Full-Time master schedules for Parkside 0, and Heritage 0 remain in place, instances of four (4) consecutively scheduled extended tours will not attract premium payment as per F.12 (c).

LETTER OF UNDERSTANDING

RE: Inclement Weather

Where the nurse is unable to reach the Hospital for a shift due to inclement weather conditions which result in local road closures, the nurse shall have the option of using that tour as a vacation day or leave of absence without pay. Nurses with accrued overtime may elect to draw from their lieu bank on these occasions. It is understood the nurse would notify the Hospital as soon as possible of such inability to attend.

SIGNING PAGE

Signed at Kingston, Ontario, this 16__ day of February, 2024.

FOR THE HOSPITAL

FOR THE UNION

“Clarence Willms”

“Lisa Turner”

Labour Relations Officer

“Nicholas Dempsey”

“Alyssa Muchmore”

“Kathy Baker”

“Summer Kimmett”

“Tracy Kent-Hillis”
