

**COLLECTIVE AGREEMENT**

Between:

**QUINTE HEALTH CORPORATION**

And:

**ONTARIO NURSES' ASSOCIATION**

**Expiry: March 31, 2025**

**QUINTE HEALTH CORPORATION**

**and**

**ONTARIO NURSES' ASSOCIATION**

**Appendix 3 - Salary Schedule**

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**APPENDIX 3**  
**QUINTE HEALTH CORPORATION**  
**SALARY SCHEDULES**

Classification Registered Nurse  
 Infection Prevention Control RN  
 Patient Flow Co-ordinator  
 Diabetes Educator and Nurse Navigator  
 Registered Nurse Temporary Class

	1-Apr-22	1-Apr-23	1-Apr-24
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

Patient Care Lead

	1-Apr-22	1-Apr-23	20-Jul-23	1-Apr-24
Start	\$37.79	\$40.35	\$42.24	\$43.51
1 Year	\$37.91	\$41.30	\$43.13	\$44.42
2 Years	\$38.53	\$42.33	\$44.15	\$45.47
3 Years	\$40.29	\$44.08	\$45.91	\$47.29
4 Years	\$42.11	\$45.97	\$47.80	\$49.23
5 Years	\$44.37	\$48.14	\$49.98	\$51.48
6 Years	\$46.69	\$50.47	\$52.32	\$53.89
7 Years	\$49.07	\$52.99	\$54.85	\$56.50
8 Years	\$53.40	\$57.10	\$58.98	\$60.75

## Head Nurse Obsolete

	1-Apr-22	1-Apr-23	1-Apr-24
Start	\$38.69	\$41.32	\$42.56
1 Year	\$38.89	\$42.37	\$43.65
2 Years	\$39.55	\$43.45	\$44.76
3 Years	\$41.53	\$45.44	\$46.80
4 Years	\$43.49	\$47.47	\$48.90
5 Years	\$45.94	\$49.84	\$51.33
6 Years	\$48.45	\$52.37	\$53.94
7 Years	\$50.90	\$54.97	\$56.62
8 Years	\$55.51	\$59.35	\$61.13

## Clinician

Professional Practice Specialist

Clinical Coordinator of Wound and Skin

Clinical Informatics Specialist

Clinical Resource Nurse

Registered Nurse First Assistant (RNFA)

	1-Apr-22	1-Apr-23	1-Apr-24
Start	\$38.52	\$41.13	\$42.37
1 Year	\$38.73	\$42.19	\$43.46
2 Years	\$39.28	\$43.16	\$44.46
3 Years	\$41.37	\$45.26	\$46.62
4 Years	\$43.35	\$47.32	\$48.74
5 Years	\$45.79	\$49.68	\$51.17
6 Years	\$48.27	\$52.17	\$53.74
7 Years	\$50.80	\$54.86	\$56.50
8 Years	\$55.33	\$59.16	\$60.93

Nurse Practitioner

	01-Apr-22	01-Apr-23	01-Apr-24
Start	\$57.92	\$61.85	\$63.71
1 Year	\$60.07	\$65.44	\$67.41
2 Years	\$62.23	\$68.37	\$70.43
3 Years	\$64.38	\$70.43	\$72.54
4 Years	\$66.54	\$72.63	\$74.82
5 Years	\$67.06	\$72.76	\$74.94

Nurse Practitioner – MRP

	01-Apr-22	01-Apr-23	01-Apr-24
Start	\$61.60	\$65.78	\$67.76
1 Year	\$63.82	\$69.52	\$71.61
2 Years	\$66.09	\$72.61	\$74.80
3 Years	\$67.97	\$74.36	\$76.59
4 Years	\$70.27	\$76.70	\$79.01

## APPENDIX 4

### SUPERIOR PROVISIONS

#### 1.0 Educational Increments

Salary increments for additional preparation shall be in addition to the salaries provided in Appendix 3 as attached:

- (a) Recognized post-graduate course of six (6) months or more - \$15.00 monthly
- (b) Course in Nursing Unit Administration (CAN/CHO) - \$15.00 monthly
- (c) One year university certificate or Diploma - \$40.00 monthly
- (d) Bachelor's degree in nursing - \$80.00 monthly
- (e) Master's degree in nursing - \$120.00 monthly

Note: (a), (b) and (c) above are only applicable when employees are employed in a capacity directly utilizing preparation. The limitation to (b) and (c) shall not apply to any employee hired before June 9, 1980 who is presently receiving the increment.

Note 2: In accordance with the above, an employee with more than one degree, diploma or certificate shall be entitled only to the highest bonus provided in the schedule.

Note 3: For staff hired on or after April 1, 2017 no educational increment for possession of a Bachelor's degree in Nursing shall apply.

#### 2.0 Paid Holidays

Those part time and casual employees listed below shall receive holiday pay for the Paid Holidays provided in this Collective Agreement provided they meet the qualifications of the Employment Standards Act.

Janet Williams

## **APPENDIX 5**

### **LOCAL PROVISIONS**

#### **ARTICLE A – RECOGNITION**

- A.1 The Employer recognizes the Union as the bargaining agent of all registered–nurses, including those in the temporary class, employed by Quinte Healthcare Corporation engaged in a nursing capacity, save and except Bed Traffic Controllers and persons above the rank of Bed Traffic Controller.
- A.2 Employee - whenever this term is used in this Agreement, it shall mean both registered and graduate nurse, unless indicated otherwise.
- A.3 Bed Traffic Controller when used in this Agreement, will mean the first level excluded from the bargaining unit.
- A.4 Hospital – whenever used in this Agreement refers to Quinte Healthcare Corporation.

#### **ARTICLE B - HOSPITAL RIGHTS**

- B.1 Subject to the right of any employee who feels that they have been unjustly treated to lodge a grievance in the manner hereinafter provided, the Union agrees to co- operate with the Hospital to maintain the highest possible standard of service and efficiency, and the Union acknowledges the exclusive rights of the Hospital as follows:
- (a) To direct the operation of the Hospital in the best interest of the patients, the community and the employees, both within and without the bargaining unit.
  - (b) To formulate policies, rules and regulations which are not inconsistent with the provisions of the Agreement.
  - (c) To introduce new practices or services, to expand, reduce, eliminate, change or modify present services and practices; to enter into contracts for buildings, repairs, equipment, supplies, materials and services.
  - (d) To determine where, by whom, in what manner, to what time and under what conditions employees in the bargaining unit shall perform their duties.



- (e) To determine in the interest of efficient operation and highest standard of service, the hours of work which are not inconsistent with the terms of this Agreement, work assignments, methods of doing the work and the working establishment for any service provided always that reasonable notice shall be given to the employees or employee involved in any changes to be made.
- (f) To maintain order and discipline, to hire, promote, transfer, demote, suspend, discharge or otherwise discipline employees for just cause.
- (g) To instruct and direct employees in their duties, responsibilities, towards patients, visitors, department heads, supervisors and other Hospital employees who are outside of the bargaining unit.
- (h) To determine use of buildings, use of utensils, equipment, machinery, supplies, material, insurance, drugs and medicines, and of clothing, uniforms and all other articles or things belonging to the Hospital.

B.2 These rights shall not be exercised in a manner inconsistent with the provisions of the Agreement.

### **ARTICLE C - COMMITTEES AND REPRESENTATIVES**

C.1 Upon written request, which shall be presented to Human Resources and provided that patient care is not jeopardized, leave of absence for Association business shall be given for up to a combined total of one hundred and fifty (150) calendar days in a calendar year, for employees in the bargaining unit. It is understood that no more than two (2) employees from the same nursing unit will be given leave at the same time.

C.2 The Union will endeavour to provide a minimum of two (2) weeks' notice. The Hospital will endeavour to reply in writing to the Union request within seven (7) calendar days, but not more than ten (10) calendar days following submission of the request.

#### **C.3 Local Co-ordinator Leave**

The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator for the purpose of fulfilling the duties of the position. The first thirty (30) days per year will be provided over and above the bargaining unit days specified in Article C.1. The Union will endeavour to provide a minimum of two (2) weeks' notice. The Hospital will endeavour to reply in writing to the Union request within seven (7) calendar days, but not more than (10) calendar days following submission of the request.

- C.4 The Hospital will pay the Bargaining Unit President at her/his regular straight time hourly rate up to fifteen (15) hours per month for meetings outside of scheduled hours of work requested by the Hospital. The Bargaining Unit President will be paid 30 minutes if attending a hospital requested meeting, that last less than 30 minutes in total.

In addition, the Employer also agrees to provide the Bargaining Unit President with Employer paid time of 1 weekday shift (for clarity note this is to mean 7.5 hours or 11.25 hours based on the Bargaining Unit President current schedule) every month, as requested for the purposes of conducting Union business. This time may not be accumulated. As well, these hours will not be counted for the purposes of determining eligibility for premium payment on other hours worked. It is understood that such time will be pre-scheduled and at a time mutually agreeable between the Bargaining Unit President and their manager. It is further understood that the occasional loss of such shift (7.5 or 11.25) due to patient care or workload demands will not result in payment.

When a bargaining unit committee member is called by the Hospital to attend a meeting that is outside of their scheduled hours and the hospital pays the member for the time, the member may, at their option, elect to bank the time as lieu time. Such lieu time may be maintained as specified in Article G.9 (a).

- C.5 The Hospital shall bill the local Union for the amount owed by the local Union to the Hospital for maintaining salary and applicable benefits, for members of the Union when on leave of absence for Union business at least every month.

C.6 Union representatives

- (a) The Hospital acknowledges the right of the Association to appoint or otherwise select from its members to act as representatives for Association business.

There shall be eighteen (18) representatives from the following areas:

Belleville –

Nurse Educator's*	2 representative
O.R., PACU, Same Day	
Surgery/Endoscopy	1 representative
Emergency	1 representative
ICU	1 representative
Sills 5	1 representative
Sills 3/4 BSTU	1 representative

Quinte 4	1 representative
Quinte 5	1 representative
Quinte 6	1 representative
Quinte 7	1 representative
North Hastings	2 representatives
Picton - Emergency IPU/ Endoscopy	1 representative  1 representative
Trenton - Emergency O.R., PACU, DSU Trenton IPU	1 representative 1 representative 1 representative
Nurse Practitioners	1 representative
Nurse Practitioners – MRP	1 representative

\*including but not limited to stroke, diabetes, diagnostic imaging, telehealth, breast screening, oncology, patient flow coordinator

It is understood that there is one designated Site Representative per site.

(b) Negotiating Committee

There shall be a Negotiating Committee which shall be composed of not more than eight (8) employees and which will include the site representative from each of the four (4) sites and representation from the part-time bargaining unit. The President of the bargaining unit, or their designate shall be a member of this Committee.

(c) Hospital - Association Committee

i) There shall be a Hospital Association Committee comprised of not more than six (6) representatives of the Union and six (6) representatives of the Hospital.

ii) Site representatives or designate will attend Hospital Association Committee meetings.

(d) Grievance Committee

The Grievance Committee shall be comprised of not more than eight (8) representatives of the Union. It is agreed that regular grievance meetings will be scheduled, every month. The parties

agree that additional days will be booked when there are fifteen (15) or more outstanding grievances. The agenda will be established two weeks prior to the meeting.

(e) Return to Work Representative

The Hospital agrees that there will be one (1) Return to Work representative at each site of the Hospital.

C.7 In the event that an Employee representative transferred from one area to another such representative shall continue to be recognized by the Hospital, as the Employee representative of the area from which transferred for a period of thirty (30) days or until the Union gives notice in writing of the new appointee, whichever occurs first.

C.8 Union Interview

The Hospital shall arrange in consultation with the Union a period of thirty minutes (30) consecutive minutes to interview employees during the orientation period as required in Article 5.06. The interview will take place as a stand alone meeting at the Hospital during the first week of orientation at a time mutually agreed between the Union and the Employer. The interview meeting will not take place during any scheduled lunch or break period. The Hospital will advise the Bargaining Unit President, or designate, of the names of all newly hired employees to be interviewed.

**ARTICLE D - SCHEDULING**

D.1 (a) The Hospital will schedule Employees four (4) days off in every two (2) week period unless otherwise mutually agreed. No Employee shall be scheduled to work more than seven (7) consecutive tours unless mutually agreed. If an employee is scheduled an eighth (8<sup>th</sup>) consecutive and subsequent tour they will be paid premium pay on the eighth (8<sup>th</sup>) consecutive and subsequent tours so worked until a day off is scheduled.

(b) The Parties acknowledge that there are full time positions with master rotations and also full time positions without master rotations which shall remain.

It is agreed that the Hospital will have the following positions without master rotations;

- Transition Pool – up to 5
- BG ICU – up to 4

- Quinte 5 – up to 7
- TM IPU – up to 1
- BG/TM PACU/SDS – up to 3
- TM/BG PACU/SDS – up to 1
- BG OR – up to 1
- TM OR – up to 1
- BG Endoscopy – up to 1
- TM ER – up to 2
- BG ER- up to 2
- Q7 Labour & Delivery – up to 1
- Q7 Women & Children – up to 1
- Q6 – up to 1
- North Hastings – up to 1
- Picton – up to 1
- Q 4 – up to 1

The Parties further agree that there may also be additional new full-time positions without master rotations. If the Hospital requests additional no-master rotations, the Parties will meet to discuss and such requests will not be arbitrarily or unreasonably denied. Prior to effecting any changes in the master rotations, the Hospital will provide opportunity for input from the employees on the Unit when developing a new master rotation. The Employer will provide the Association with six (6) weeks notice. Should the Association wish, the Employer agrees to meet to discuss prior to implementation of the change.

It is understood that the scheduling regulations in the Collective agreement regarding innovative scheduling will apply on a per schedule basis. That is to say that no single schedule shall contain a variety of types of rotation (7.5 hours; 11.25 hours; combination 7.5 and 11.25 hours; DDNN).

- (c) When a master rotation line becomes vacant any full-time staff on the unit who have previously submitted interest in writing to their

Manager regarding a wish to change master rotation lines will be considered in order of seniority. Only requests received prior to the vacancy occurring being posted will be considered.

It is understood that access to any vacated master rotation line is in order of seniority of all unit or appropriate multi-site/multi-unit staff regardless of whether they have a master rotation line already or are in a "no master" position.

- D.2
- (a) The regular work schedule for employees shall be posted for a six (6) week period.
  - (b) Six (6) week tour schedules and days off will be posted at least three (3) weeks in advance and by 1530 hours on the day of posting. The hospital will endeavour to schedule all shifts at the time of posting.
  - (c) Copies of relevant schedules will be sent to the appropriate Site Representative electronically on the day of posting the posting date.
  - (d) The Hospital will consider a request from an employee to work evening or night tours on an extended basis subject to the staffing requirements of the individual units.
  - (e) Split tours will not be scheduled.

D.3

There shall be a minimum of twelve (12) consecutive hours off following days or evenings and at least forty-six (46) consecutive hours off following a night tour and or/consecutive night tours for full-time employees. Failure to provide this will result in the employee receiving premium pay on their next tour.

There shall be a minimum of twelve (12) consecutive hours off following days or evenings and at least forty-six (46) consecutive hours off following a night tour and or/consecutive night tours for part-time employees.

D.4 Exchange of Tours

Requests for exchange of tours of duty on posted time schedules must be submitted in writing to the Manager or designate and co-signed by the employee(s) willing to exchange tours of duty and must be approved in writing by the Manager or designate. Such requests will not be unreasonably denied.

Full time and part time employees shall be permitted to exchange shifts provided such change is fully consistent with the requirements of proper

patient care. Nurses may request a tour exchange with nurses not working the same number of hours on that tour however, in order to maintain full hours the nurse will request banked lieu time, stat time, vacation or unpaid time for the remaining hours.

No premium pay will be incurred as a result of a tour exchange, either for the exchanged tour(s) or on any subsequent tour.

When the shift exchange involves two separate days, it is understood that the originator of the request for exchange shall be considered unavailable on the shift which has been traded away.

- D.5 The Hospital will endeavour to schedule employees to rotate two (2) shifts of their preference, unless otherwise mutually agreed, subject to the staffing requirements of the individual nursing units. The Hospital acknowledges that where master rotations reflect three (3) shifts of duty, there will be equitable distribution of all three (3) shifts amongst the employees.
- D.6 Where circumstances warrant a change in the current starting and stopping times of the normal tours, the Employer will provide the nurses and the Association with six (6) weeks' notice. Should the Association wish the Employer agrees to meet to discuss prior to implementation of the change.
- D.7 The Hospital shall grant each employee every second (2<sup>nd</sup>) weekend off. Should an employee work the second consecutive and subsequent weekend, they shall receive a premium payment as defined in this agreement for this 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; or
  - iii) Such weekend is worked as a result of an exchange of shifts with another employee.
- D.8 For the purpose of scheduling a "weekend" shall consist of fifty-sixty (56) consecutive hours off work during the period following the completion of the Friday day shift to the commencement of the Monday day shift.
- D.9 Full-time employees will not be scheduled to change tours of duty more than once in a week. The Hospital will endeavour not to schedule part-time employees to change tours of duty more than once in a week.
- D.10 The dayshift shall be the first shift of the day.

D.11 For the purposes of Article 14.10, the evening shift will be defined as any tour which falls between 1500 and 2400 hours and the night shift will be defined as any tour which falls between 2300 and 0800 hours.

D.12 Christmas & New Year's Scheduling

It is understood and agreed that the only scheduling regulation that shall apply between December 15<sup>th</sup> and January 15<sup>th</sup> is listed below in i) so that all employees will receive at least five (5) consecutive days off, at either Christmas or New Year's, except in areas which normally are not scheduled to work on weekends or paid holidays.

- i) Employees on extended tours shall not be scheduled more than three (3) of the same tours in a row unless requested by the employee.

A nurse may request to be scheduled for less time off at Christmas or New Year's. The Hospital will post the schedule for this period by November 15<sup>th</sup>. The Christmas period shall begin with the night shift on December 23<sup>rd</sup> and end at the beginning of the day shift December 27<sup>th</sup>. The New Year's period shall begin with the night shift on December 30<sup>th</sup> and end at the beginning of the day shift on January 2<sup>nd</sup>. The hospital will endeavour to minimize changes to master schedules in order that all nurses may be provided with time off at either Christmas or New Year's

The Hospital will endeavour to give 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 or by mutual consent.

The Hospital will post a blank Christmas and New Year's preference sheet, which includes a request area for both Christmas and New Year's off, no later than September 1st in each year. Where a conflict arises, employees who have requested the same holiday off as the previous year will have their preference changed based on reverse order of seniority.

Shift preference requests will be granted where possible by seniority on an integrated FT/PT basis. Preference of shift will be based on staff rotations, ie. If your rotation is Day/Evenings you may only state a shift preference for either Days or Evenings. Employees are to indicate their preference for time off no later than September 30<sup>th</sup>.

Where the scheduling permits some units to have some nurses off both Christmas and New Year's, and such nurse has requested both off, such scheduling shall be done on the basis of seniority amongst all nurses (full



time and part time) on that unit, provided those who remain are qualified to perform the available work.

D.13

Extended Tours

- (a) Extended tours may 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 the extended tours; such agreement shall not be withheld in an unreasonable or arbitrary manner.
  
- (b) Extended tours may be discontinued in any unit when:
  - i) fifty-one percent (51%) of the employees in the unit so indicate by secret ballot; or
  - ii) by the Hospital because of
    - A) adverse effects on patient care,
    - B) inability to provide a workable staffing schedule,
    - C) financial constraints or,
    - D) where the Hospital wishes to do so for other reasons which are neither arbitrary nor unreasonable, states it's intention, in writing, to the Association to discontinue the extended tours.
  
- (c) When written 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 extended tours will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended.
  
- (d) There will be an ongoing evaluation of the extended tour in each unit.

It is understood that the implementation of extended tours will be on a trial period for six (6) months. At the completion of the trial period

a second vote will be taken in accordance with paragraph (a) above.

The following scheduling provisions shall apply to all employees working extended tours:

- i) No more than three (3) consecutive extended tours shall be scheduled.
  - ii) At least one (1) extended tour off will be scheduled between shifts.
  - iii) A weekend is defined as a minimum of sixty (60) consecutive hours off which shall commence no later than 1930 hours Friday.
  - iv) The Hospital will not schedule split tours.
  - v) Full-time employees will not be scheduled to change tours of duty more than once during a week. Part-time employees will not be scheduled to change tours of duty more than once during a week, unless otherwise agreed.
  - vi) The Hospital will provide at least every second weekend off.
- (e) If the employee works on a second consecutive and subsequent weekend, they will receive premium payment as defined in the Central Agreement for all hours worked on that weekend, and any subsequent 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 requested by such employee; or
  - ii) Such employee has requested weekend work; or
  - iii) Such weekend is worked as the result of an exchange with another employee.
- (f) Six (6) week tour schedules and days off will be posted at least two (2) weeks in advance by 1530 hours on the day of posting; (tour schedules for more than six (6) weeks may also be posted).
- (g) A minimum of forty-eight (48 hours) off shall be scheduled following a night and/or consecutive nights for full-time employees. Failure to provide this will result in the employee receiving premium pay on their next tour.

A minimum of forty-eight (48) hours off shall be scheduled following a night and/or consecutive nights for part time employees. Failure to provide this will result in the employee receiving premium pay on their next tour.

(h) The day shift shall be the first shift of the day.

D.14 Payment of the weekend premium under Article 14.15 will be paid to eligible employees who work in the forty-eight (48) hour period commencing the scheduled shift nearest to 2400 hours on Friday and ending the nearest scheduled shift to 2400 hours on Sunday.

Clarity Note: For regular tours this period is considered to be each hour between 2300 hours Friday and 2300 hours Sunday. For extended tours this period is considered to be each hour between 1900 hours Friday and 1900 hours Sunday.

D.15 For purposes of a partial shift or single shift reassignment, as referred to in Article 10.08 (a), the Hospital will reassign qualified nurses (as per article 10.07 (h)) scheduled on the unit and shift from which the reassignment is to occur as follows:

- (a) Agency Nurses;
- (b) voluntarily, and if no volunteers;
- (c) in order of seniority, the most junior casual nurse, and if no casual nurse;
- (d) in order of seniority, any Transition Pool nurse not on long term assignment to the unit;
- (e) in order of seniority, blended full and part time, the most junior first;

An employee from one unit will not be reassigned to allow time off for another employee on another unit.

It is understood that Transition Pool nurses on long term assignment shall be considered in order of blended seniority with regular unit staff.

The Hospital and the Union agree to implement the following principles if such reassignment occurs:

- i) The Hospital will not reassign new employees still in their probationary period.

- ii) The reassigned employee will identify, to the Charge Nurse/PCL their skills, experience, and orientation needs in relation to duties required on the receiving unit.
- iii) The reassigned employee will be supported by a nurse on the receiving unit who will act as a resource. An appropriate patient assignment keeping patient care requirements as a first priority will be assigned to the reassigned nurse by the Charge Nurse/PCL.
- iv) The nurse acting as a resource will familiarize the reassigned employee to the general functioning of the unit.

D.16 For the purposes of cancellation of a partial or single shift as referred to in Article 10.08 (a), the following will apply in the order outlined below; (Clarity Note staff who were floated to the unit, would be returned to their home unit prior to cancellations.)

- (a) Agency Nurses;
- (b) Nurses on overtime in the same order below;
- (c) voluntarily, in order of seniority full time first then part time and if no volunteers;
- (d) in order of seniority, the most junior casual nurse, and if no casual nurse;
- (e) in order of seniority, the most junior part time nurse, and if no part time nurse;
- (f) in order of seniority, the most junior full time nurse.

D.17 In order to facilitate the creation of new full time positions, the Hospital may introduce permanent shifts (i.e. night, evening or day shifts only) and staff such positions in accordance with Article 10.07 of the Collective Agreement.

D.18 Multi Site/Multi Unit Scheduling

- (a) Postings for Multi site and multi unit positions will identify the home unit which shall remain constant.
- (b) Master rotations for multi site positions shall indicate which site the shift is scheduled for.

- (c) Seniority within the home unit shall be utilized for the purpose of vacation requests.

In the event of a short term/long term layoff, the multi site/multi unit nurse shall be considered on the home unit.

- (d) In the event of a long-term layoff notice, multi-site/multi-unit staff nurses are affected if it is their home unit undergoing the long-term layoff.

In the event of short-term layoff notice, multi-site/multi-unit staff nurses that are scheduled on the affected short term closure date(s) and unit undergo the shorter-term layoff.

- (e) In the case of part time, the nurse shall be considered for call in purposes as a member of the home unit “part time within the unit” and on the non-home unit as “part time employees from another unit approved to work as casuals”.
- (f) Multi site/multi unit nurses that are below commitment, not due to a short-term layoff, will receive shifts in either unit to bring them up to commitment prior to it being offered to other nurses within the home unit. It is understood that commitment means forty-five (45) hours per pay period.
- (g) In the case of a multi site position, mileage will not be paid except where the nurse is assigned by the Employer to go to another site after commencing his/her tour or where the site of duty on the schedule is changed after posting. Where required, mileage will be paid in accordance with Article G.8.

D.19 2D2N Schedule

Pursuant to Article 13.03 of the central Collective Agreement, and a vote held where more than seventy percent (70%) of the nurses on the unit voted in favour of the schedule, the Hospital and the Union agree to the implementation of 2D2N schedules for Full Time Registered Nurses under the following conditions:

- (a) It is understood that the implementation of the 2D2N schedule will be on a trial basis for thirty-six (36) weeks. At the completion of the trial period a second vote will be held to determine if this schedule will continue.
- (b) Employees hired subsequent to the commencement of the 2D2N schedule shall accept the rotation that is posted.

(c) The scheduling provisions contained in Article D are applicable save and except for the following:

i) An employee working the '4 on 5 off' eleven and one-quarter (11.25) hours extended tour schedule shall receive three (3) weekends off in a nine (9) week schedule. Premium will be paid, (as per Article 14.03) for all hours worked on weekends in excess of six (6) in a nine (9) week schedule, save and except where:

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

For the purpose of this section, A weekend is defined as a minimum of sixty (60) consecutive hours off, which shall commence no later than 1930 hours Friday.

It is further understood that where one 2D2N rotation is being held by jobsharers any hours worked on scheduled weekends off are paid at premium rates but consecutive weekend premium does not apply.

ii) No more than four (4) consecutive extended shifts shall be scheduled. The four (4) consecutive shifts will consist of two (2) eleven and one-quarter (11.25) hour days immediately followed by two (2) consecutive eleven and one-quarter (11.25) hour nights followed by five (5) consecutive days off. Premium will be paid, as per Article 14.03, for a fifth (5th) tour and subsequent tours save and except where:

- A) The fifth (5<sup>th</sup>) extended tour is worked to satisfy specific requested days off requested by the employee; or,
- B) The fifth (5<sup>th</sup>) extended tour is the result of an exchange with another employee.

iii) Notwithstanding the above, the parties agree that during each eighteen (18) week scheduling cycle four (4) additional shifts of eleven and one-quarter (11.25) hours will be scheduled on the full time master rotation. These four (4) additional shifts shall not incur premium pay and where possible will be split between days and nights and scheduled

in the pay periods which otherwise contain either four (4) or five (5) scheduled shifts. These shifts will not be scheduled on a weekend. This will include job share lines. The nurse may request vacation or stats for these four (4).

- iv) Full time employees shall be scheduled to work full time hours (1950) per year.

#### D.20 Weekend Worker Schedule

The introduction of a weekend worker schedule will be subject to mutual agreement between the Association and the Hospital. The Hospital reserves the right to determine the number of unit weekend positions. The initial unit weekend schedule will be on a trial basis for a period of up to six (6) months, subject to review by the Association and the Hospital before confirmation

- (a) The implementation of a unit weekend schedule will be in accordance with Article 13.04. It is permissible for the weekend worker's hours to be averaged over a six (6) week period. Accordingly it is permissible for the weekend worker to work an additional four (4) 11.25 hour tours over the six (6) period, attached to a weekend, rather than six (6) 7.5 hour tours.
- (b) The weekend period for the unit weekend schedule will be Friday 0700 hours to Monday 2330 hours.
- (c) A unit weekend position will be posted in accordance with Article 10.07 or in the event an existing full-time nurse requests a weekend worker rotation such request shall be considered on an individual basis.
- (d) During the trial period, the Hospital shall have the right to backfill the vacancy created by moving the existing nurse to the weekend rotation, on a temporary basis.
- (e) No more than forty-five (45) banked paid holiday hours may be carried over from one year to the next.
- (f) Either party may discontinue a unit weekend schedule with ninety (90) days notice. Upon receipt of such notice, a meeting shall be held between the parties to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

#### D.21 Unit Specific Committee and Project Work

When an opportunity arises on a unit the Hospital will provide the details of its proposal, including the rationale, in writing to the Union. Unless otherwise agreed the parties will then schedule a meeting to discuss the proposal. If the Union does not agree to the proposal the reasons for same shall be provided in writing.

#### D.22 Scheduling or Calling in for Premium Pay Shifts

Where it has been determined that staff must be called in and all nurses in a non-premium pay situation have been exhausted, the hours will then be offered to Nurses on the unit equitably and in descending order of seniority (full/part time blended) so that the least amount of premium pay hours are incurred as a result of the call in. It is understood that casual nurses on the unit will be included as part of the blended list.

Clarity note: When the premium pay call in regards a weekend it is understood that hours are offered so as to incur the least amount of premium pay hours as a result of the call in. Consequently the weekend may not necessarily be offered as a whole. It is understood that either the weekend or a shift may be split so as to incur the least amount of premium pay hours.

Where a nurse has been offered and refused an extended tour and that tour is subsequently split and the nurse works the beginning portion, should the nurse work the full extended tour this additional time shall not be considered as overtime on a premium pay tour and paid at double time.

### **ARTICLE E – VACATION**

- E.1 All employees shall be entitled to vacation based on length of continuous service to June 30th in any year.
- E.2 In recognition that some vacation time may remain unused, it is agreed that such credits will be added to the next year's entitlement. A list of all such vacation time including nurse's names may be requested once annually by the Bargaining Unit President.
- E.3 The Hospital will not unreasonably deny vacations. Unit specific daily quotas, which are reviewed annually and indicated on each planner, shall not be unduly restrictive, nor shall they include members outside the bargaining unit, or members of the bargaining unit who are on leaves of absence. For the purpose of determining daily vacation quotas, the full time and part time seniority lists will be combined and the granting of vacation will be on the basis of seniority.
  - A. Employees on each unit and the Bargaining Unit President will be advised of the minimum daily vacation quotas on their



unit prior to December 1<sup>st</sup> of each year. The vacation quotas are considered to be minimums. A list of all approved vacations granted to members from each unit will be provided to the Bargaining Unit President on April 1<sup>st</sup> and October 1<sup>st</sup>.

- B. Yearly, all unit managers shall review their unit seniority vacation entitlement, and provide up to date minimum daily vacation quotas for each unit, to the Association no later than the October HAC meeting, or the month proceeding, if the October HAC meeting will not be taking place.

#### E.4 Scheduling

- (a) Prior to leaving on vacation, if a nurse so requests, they shall be notified of the tour of duty to which they are to report to work on following vacation.
- (b) The Hospital will endeavour to schedule off the weekend prior to or following a part time employee's vacation, if requested by the employee.
- (c) Combined full time and part time vacation request lists and a blended seniority list (FT/PT) will be posted on each unit by December 1st for the period June 1<sup>st</sup> to November 30<sup>th</sup>. Nurses will make requests for vacation as follows:
- i) nurses in the top half of the seniority list will request by January 15<sup>th</sup>
  - ii) approved vacation for this group in i) above will be posted by February 1<sup>st</sup>
  - iii) nurses in the second half of the seniority list will request by March 15<sup>th</sup>.
  - iv) approved vacation for this group in iii) above will be posted by April 1<sup>st</sup>

Approved vacation shall be posted by February 1<sup>st</sup> for i) above and April 1<sup>st</sup> for iii) above and may not be cancelled by the nurse except in exceptional circumstances where approved by the Hospital.

- (d) Combined full-time and part-time vacation request lists and a blended seniority list (FT/PT) will be posted on each unit by June 1<sup>st</sup> for the period December 1<sup>st</sup> to May 31<sup>st</sup>. Nurses will make requests for vacation as follows:
- i) nurses in the top half of the seniority list will request by July 15<sup>th</sup>

- ii) approved vacation for this group in i) above will be posted by August 1<sup>st</sup>
- iii) nurses in the second half of the seniority list will request by September 15<sup>th</sup>.
- iv) approved vacation for this group in iii) above will be posted by October 1<sup>st</sup>.

Approved vacation shall be posted by August 1<sup>st</sup> for i) above and October 1<sup>st</sup> for iii) above and may not be cancelled by the nurse except in exceptional circumstances where approved by the Hospital.

- (e) Summer vacation period is defined as the beginning of the week that contains Canada Day to the end of the week that contains Labour Day inclusive.
- (f) The summer schedule period shall be determined by HAC not later than November of each year. Such summer schedule period will encompass July and August and such other weeks as determined bringing the total to two 6 week periods. The summer schedule shall be posted by June 1<sup>st</sup>.
- (g) After the initial vacation master rotation planner is finalized, a nurse may submit vacation requests in a manner determined by the Hospital to their unit manager up to the first week of the posted schedule, for the next schedule. During the summer period as defined above these requests will be granted on the basis of seniority consistent with the efficient operation of the nursing unit. For all other periods these requests will be granted on a first come first serve basis, consistent with the efficient operation of the nursing unit.
- (h) Vacations will not normally be granted between the period December 15<sup>th</sup> and January 5<sup>th</sup>. The Hospital may consider an employee's request for vacation between this period of time. Requests for vacation during this time will be in accordance with (g) above. Such requests will not be unreasonably denied.

(i)

Gross Earnings/pay	Hours worked	Unpaid Days Entitlement	Equivalent Unpaid Weeks Entitlement
4%	Start – 1525	Up to 6	2
6%	1526 – 4,499	9	3
8%	4,500 – 19,499	12	4

10%	19,500 – 32,999	15	5
12%	33,000 – 41,999	18	6
14%	42,000 plus	21	7

It is understood that Part-Time vacation is based on baseline commitment (3 days per week). It is further understood that vacation entitlement shall be consistent with Article 16.01.

- (j) Part-time employees will receive their vacation pay bi-weekly as part of their regular pay.
- (k) A full-time employee who would otherwise be scheduled to work on a weekend may not request more than five (5) single weekends off for vacation during any vacation year.
- (l) During the summer period (from the beginning of the week containing Canada Day to the end of the week containing Labour Day inclusive) above nurses are only permitted to request three (3) weeks vacation. For the purpose of vacation approval, all hours following the end of the evening shift for regular tours and following the end of the day shift for extended tours on Friday shall be considered part of the following week.

Clarity Note: If a nurse picks a single or multiple shifts in a 1 week period this counts as 1 week of vacation entitlement for the summer period. This does not limit others from requesting single or multiple shifts which may be available in the same week.

- (m) Nurses must have requests for any vacation time off which remains in the current vacation year submitted to the Hospital no later than February 1st, otherwise the Hospital shall have the right to schedule the remaining vacation time by the end of the vacation year.
- (n) Nurses may only use vacation as it is accrued and may not overdraw their vacation bank.
- (o) The Hospital will not change master rotations to accommodate vacation requests.
- (p) Nurses who are on vacation will be the last to be called in. Should a full-time nurse on vacation be called in to work they will be paid time and a half (1 ½) for the hours worked. The nurse will be paid for

their originally scheduled vacation day at straight time and. The vacation day will not be replaced in the vacation bank.

- E.5 When a nurse has moved to another department as a result of a layoff or a successful job posting after approval of vacation their vacation will be honoured. If pre-approved vacation needs to be adjusted, the nurse will communicate to the manager, if the dates in question need to be adjusted to better align with their schedule on the new unit. The same expectation of communication from the nurse to their Manager would apply if their line changes on their existing unit.

For clarity, pre-approved vacation will not be cancelled unless mutually agreed.

## **ARTICLE F – PAID HOLIDAYS**

### **F.1 Paid Holidays**

The following shall be recognized as paid holidays:

New Year's Day	Canada Day (July 1)
Labour Day	Civic Holiday
Family Day	Thanksgiving Day
Good Friday	Remembrance Day (Nov. 11)
Easter Monday	Christmas Day
Victoria Day	Boxing Day

### **F.2 Paid Holidays**

In accordance with Article 15.06, lieu days off shall be scheduled at a mutually agreeable time, such lieu days shall be scheduled within sixty (60) calendar days from the designated holiday. If no mutually agreeable lieu days can be scheduled, the hospital will schedule the lieu day giving consideration to the operational needs of the unit.

- F.3 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.

- F.4 When a paid holiday is attached to the weekend, the Hospital will endeavour to schedule the part time employee on the holiday when they worked the weekend.

## **ARTICLE G – MISCELLANEOUS**

### **G.1 Bulletin Boards**

The Hospital shall provide a bulletin board at each site for use of the Association. At the Belleville site, the bulletin board will be located at Hastings 2 Hallway the main staff entrance. The Association agrees that no material will be posted other than that pertaining to Association business. Notices of general and special meetings of the local Association may be posted in the staff rooms on nursing units.

### **G.2 Payroll Policies**

The Employer agrees that wages will be paid by deposit every two weeks, to employees credit in any bank or trust company designated by the employee, and will be available for withdrawal therefrom on a regular payday every two (2) weeks, no later than Friday. When the banks or trust companies are closed on a regular payday, wages will be available for withdrawal on the preceding day on which they are open.

The Hospital will endeavour to have available pay statements by Thursday of pay week.

The Hospital agrees to discuss with the Union should it become necessary for the Corporation to change the pay dates or method of pay.

**G.3** Where a part-time nurse obtains approval from their Manager, they may supplement their bi-weekly pay utilizing their banked overtime provided the request is for nothing less than four (4) hours.

**G.4** The Hospital will endeavour to provide:

- i) Adequate and separate change rooms with shower, wash and toilet facilities.
- ii) Individual lockers.
- iii) Adequate lounge facilities.

**G.5** Wearing of nursing caps shall be optional.

### **G.6 Termination Notice**

An employee who is terminating their services with the Hospital will be required to give two (2) week's notice of their intent to terminate.

G.7 Uniforms

The Hospital shall launder and provide at no cost to the employees, scrubs for all employees assigned to the Operating Room, Recovery Room, Nursery, and Labour/Delivery.

G.8 Mileage/Multi Site Travel

- (a) Mileage will be paid at the QHC corporate rate (which is reviewed annually).
- (b) Employees shall have a designated home site, which shall remain constant. After commencing their shift, where an employee is assigned by the Employer to go to another site, mileage between the work sites will be paid as above in Article G.8 (A). The return distances shall be as follows:

Belleville – Trenton	40 km.
Belleville – Picton	75 km.
Belleville - North Hastings	240 km.
Picton – Trenton	108 km.
Picton – North Hastings	315 km.
Trenton– North Hastings	278 km.

If an employee requests or voluntarily accepts work at a site other than their home site, the Employer is not required to pay mileage.

- (c) It is understood that where an employee is scheduled for education/training at a site other than their home site that mileage will not be paid if the distance from the employee's home to the site of the education/training is less than the mileage between the employee's home site and the site of the education/training.

- G.9 (a) Where an employee chooses equivalent time off for approved overtime (see Article 14.09), they may accumulate up to 90 hours in the bank. The Hospital will pay out at the premium rate all hours remaining in these overtime banks as of the end of the last pay period in each calendar (tax) year. If the employee chooses she/he can direct the monies to their RRSP account.

- (b) Where a nurse whose designated home base is the Operating Room, PACU, or Same Day Surgery chooses equivalent time off for approved overtime (See Article 14.09), they may accumulate hours in the bank for the sole purpose of utilizing same during periods of closure. The Hospital will pay out at the premium rate all hours remaining in these overtime banks as of the end of the last

pay period in each calendar (tax) year. If the employee chooses she/he can direct the monies to their RRSP account.

There will be no portability of banked overtime hours when moving to an area that is only entitled to the lesser banked hours as in (a) above. The hours in excess must be used or paid out prior to the transfer.

G.10 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate (including those not interviewed) for an ONA job posting will be notified, in writing, within one (1) week of the decision being made and prior to the posting of the name of the successful candidate.

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

G.11 When the successful candidate to a job posting is in a part time position and is moving to a full time position, the hospital will not disadvantage their ability to access the benefits available to full time employees, if a transfer cannot be accomplished within a reasonable timeframe taking posted schedules into consideration.

**ARTICLE H - LEAVE OF ABSENCE**

H.1 World Health Organization Leave

Leave of absence without loss of seniority and without pay, up to three (3) years, may be granted to any employee who accepts a position with the World Health Organization.

H.2 Prepaid Leave

A total of ten (10) employees from the bargaining unit combined shall be permitted to be on prepaid leave at the same time.

H.3 Sick Leave Reporting

Nurses taking ill or suffering an accident during working hours will notify their immediate supervisor or designate before leaving their duties unless they are physically unable to do so.

## **ARTICLE I – SENIORITY LISTS**

- I.1 Seniority lists for employees shall be posted by the Hospital on the Hospital Intranet in May and November of each year. A copy shall be sent to the Bargaining Unit President and site representatives electronically.

## **ARTICLE J – RETURN TO WORK INITIATIVES**

- J.1 (a) The Return to Work representatives, or designate will be invited to attend all return to work meetings at their individual site. Individual nurses may decline in writing, the involvement of the union representative(s). The inability to meet shall not prevent the return to work. A meeting shall be held as soon as possible thereafter. The Hospital will notify the Return to Work Representative of the time and date of the meeting at the same time as the employee who is returning to work.

The Return to Work representative will notify the Occupational Health department of their designate during periods of absence due to vacation, extended illness or other periods of extended leave.

It is the responsibility of the Return to Work representative to notify the designate if fill in is required for reasons other than the above.

- (b) The Hospital will provide an updated list of information to the Return to Work site representative every two (2) months. Such lists will contain:
- i) Nurses absent from work because of disability who are in receipt of Workplace Safety Insurance benefits;
  - ii) Nurses absent from work because of disability who are in receipt of Long Term Disability benefits;
  - iii) Nurses who have been absent from work for more than twenty-three (23) months;
  - iv) Nurses who are currently on modified work;
  - v) Nurses who are absent due to illness or injury in excess of six (6) weeks.
- (c) A disabled nurse who has obtained medical clearance from their treating physician to return to work will provide the Occupational Health Department with this verification of their ability to return to



work including information regarding any restrictions. The nurse will advise their manager that they wish to return to work.

- (d)
  - i) Before posting, the Hospital's Human Resources department will examine all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to their home unit.
  - ii) Where such vacancies are within the bargaining unit, the Hospital will consult Bargaining Unit President, Labour Relations Officer or designate on the feasibility of an accommodation giving consideration to all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of patients and employees working in the unit.
  - iii) Whether or not the parties agree to waive the posting procedure in order to facilitate an accommodation and whether or not the position is within the bargaining unit, the parties will sign an agreement containing the details of the accommodation. The parties may also agree to a written agreement for temporary accommodations of extended duration.

J.2 When it has been medically determined that an employee is unable to return to the full duties of their position due to a permanent disability, the Hospital will notify and meet with the Labour Relations Officer, or designate of the Ontario Nurses' Association and the local representative to discuss the circumstances surrounding the employee's return to suitable work.

J.3 The Hospital agrees to provide the Return to Work Representative and the employee with a copy of the Workers' Safety and Insurance Board Form 7 at the same time it is sent to the Board.

## **ARTICLE K – WORKPLACE SAFETY AND INSURANCE BOARD AND REINSTATEMENT**

K.1 The Hospital, in accordance with present practice, will ensure that a copy of the Workplace Safety and Insurance Board Form 7 is sent to the Association within seventy-two (72) hours of the date of an employee injury, unless there are unusual circumstances.

**ARTICLE L - VIOLENCE IN THE WORKPLACE**

- L.1 The Hospital, will inform the Bargaining Unit President, or designate as soon as possible of any employee who has been assaulted while performing their work. Such information shall be submitted in writing to the Bargaining Unit President, or designate as soon as possible.
- L.2 The Hospital will consider requests for reimbursement for damages incurred to the employee's personal property such as eyeglasses, ripped uniforms, personal clothing as a result of being assaulted while performing their work.
- L.3 The Hospital will ensure that additional staff will be called in if required when a patient is placed on a Form 1 to ensure that there is constant observation in accordance with QHC policy and the Mental Health Act.
- L.4 The Employer agrees to maintain formalized policies and procedures updated and amended in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policies will address, including but not limited to; the prevention of violence, the management of violent situations, effective control measures and procedures, yearly training for nurses and support to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses and supervisors. As per Article 18.06 if it is deemed that a policy has a safety implication such policy will be referred to the Joint Health and Safety Committee

**ARTICLE M - JOB SHARING**

- M.1 The introduction of job sharing arrangements in a Unit will be subject to mutual agreement between the Union and the Hospital. The Hospital shall not arbitrarily or unreasonably refuse to implement job sharing. Job sharing requests with regard to full time positions shall be considered on an individual basis.
- M.2 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 Article D of the Collective Agreement which set out scheduling.
  - (b) Scheduled hours worked by the job sharers shall equal one (1) full time position. Job sharers will have the option of determining between themselves which partner will work on a scheduled tour, however, all scheduled tours must be covered. Such schedules will

not be unilaterally imposed or changed by the Employer, but once the schedules are posted they will not be changed without the permission of the Manager in the area concerned. Such permission will not be unreasonably withheld.

- (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 four (4) consecutive days for extended tours, if required. Where both job sharers request to work Christmas or New Years or request to have either off and 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 sharer may exchange shifts with their 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 Manager must be notified to book coverage. Job sharers are not required to cover 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. For clarity, the job share arrangements covered by this clause are Wendy Cameron/Dawn Wilson. In the event that any of the above leave their current position and a new jobshare partner is introduced it is understood that a new arrangement has been created and this clause no longer applies.

The following shall apply to all job sharing arrangements began after November 1, 2008:

Job sharers will cover each other's vacation. It is expected that where possible job sharers will cover each other's incidental illnesses. If, because of unavoidable

circumstances, one cannot cover the other, the Manager must be notified to book coverage. Job sharers are not required to cover 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.

iii) 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 they must inform the manager of their intentions to cover all of the absent partner's shifts at least two (2) weeks prior to the posting of each schedule. If the employee cannot cover for their partner, the vacancy will be offered to regular part time employees in order of seniority.

(g) Additional Tours

Job sharers must confirm in writing to their scheduler the division of their master rotation for the next to be posted schedule at least three (3) weeks before the posting date. Job sharers must notify their scheduler of their availability for additional shifts in the same manner as Regular Part Time nurses.

Job sharers will not be scheduled extra tours while their partner is working their master rotation. When extra tours are available, they will first be offered to regular part time, as long as premium pay is not incurred, then to job sharers before any tours are offered to casual.

(h) 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.

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

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 their former position except under (j) below. Where during the trial period the full-time employee who originated the request wishes to return to the full time position, the nurse will be returned to their former position and the filling of any vacancies created by the formation of the job share shall likewise be reversed.

Where two (2) full time employees on one Unit wish to job share one (1) position, neither half will be posted providing this would create one (1) full time position to be posted and filled according to the Collective Agreement.

- (j) If one of the job sharers leaves the arrangement, their position will be posted. If there is no successful applicant to the position, the remaining employee will revert to their former status. If the remaining employee was previously full time, the shared position will become their position. If the remaining employee was previously part time and there is no part time position available on the same Unit, they shall exercise their 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.

- (k) 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 N – STANDBY**

- N.1 Where circumstances warrant initiating an ongoing standby assignment on any unit, the Employer will provide the nurses and the Association with two (2) weeks notice prior to posting of the schedule. Should the Association wish the Employer agrees to meet to discuss prior to implementation of the change.

- N.2 Standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments.
- N.3 (a) An employee will not be scheduled for standby on a scheduled day off or on a weekend off, unless mutually agreed between the employee and the Hospital.
- (b) When an employee is scheduled for standby on a weekend, they are considered to be “working” the weekend, except for employees scheduled for standby in the Domestic Violence and Sexual Assault Response Program (DVSARP).
- N.4 Employees scheduled for standby shall be provided with beepers. Beepers will be provided in all areas where standby is required.
- N.5 (a) Where an employee has been called in from standby and worked between the hours of 2400 hours and 0730 hours, such employee will not be required to work longer than a regular tour unless they do so by mutual agreement between the employee and the Hospital.

The Hospital will provide two (2) reserved parking spaces in close proximity to the Emergency Department for use by nurses called in on the night shift.

- N.6 The parties agree to discuss benchmarks for the introduction of permanent staff when “on call staff” is being frequently utilized.

N.7 Standby

An employee who is on standby and called in to work or required to stay at the end of their regularly scheduled shift and:

- i) works a minimum of four hours; and
- ii) works to 0330 hours or beyond; and
- iii) is scheduled for a shift in the next twenty four hour period will be permitted leave for the part of the next shift to allow 12 hours between the end of the call in assignment and the commencement of work on the next regularly scheduled shift. Such leave may be taken as lieu time, vacation time or unpaid time. The nurse shall notify the Manager or designate within two hours of the end of the call in shift.

- N.8 A nurse assigned to standby duty, shall be assigned based on the following, unless mutually agreed upon:
- a) No more than two (2) consecutive standby when scheduled 7 consecutive shifts (clarity; being scheduled 7 8HR tours in a row)
  - b) No more than four (4) standby when scheduled 7 consecutive shifts (clarity; being scheduled 7 8HR tours in a row)

## **ARTICLE O – PART TIME COMMITMENT**

### **O.1 Regular Part Time Availability**

Regular part time employees must be available to work on the following basis:

- i) to be available to work if required to work fifty-two weeks per year minus their individual vacation entitlement;
- ii) to regularly rotate on at least two (2) shifts and work extended tours as required;
- iii) to work, if required, forty-five (45) hours per pay period;
- iv) to be available to work Christmas or New Year's as per Article D
- v) to be available to work fifty percent (50%) of the remaining holidays; and for those units that operate twenty-four (24) hours per day and seven (7) days per week, to be available , as required, to work fifty percent (50%) of the weekends minus their vacation entitlement.

### **O.2 Part Time Scheduling**

- (a) Prior to posting the schedule, shifts shall be equitably distributed up to commitment among the regular part time employees in each unit over a pay period.
- (b) Prior to posting the schedule, additional shifts shall be equitably distributed singularly and in descending order of seniority to those regular part time employees in each unit who have indicated availability beyond level of commitment. Such availability shall be communicated in writing electronically in a manner determined by the Hospital twice a year (by February 15<sup>th</sup> to include the period of

July 1 to January 15<sup>th</sup> and by September 15<sup>th</sup> to include the period January 16<sup>th</sup> to June 30<sup>th</sup>).

- (c) Availability submitted as above shall stand until such time as the nurse submits another indication of availability. Such indication shall be made within the periods specified in (b) above.
- (d) Prior to posting the schedule, should additional shifts still be available, they will be equitably distributed singularly and in descending order of seniority to those job sharers and then casual staff in each unit who have indicated availability. Job sharers will indicate availability in accordance with (b) above. Casual employees availability must be submitted for each scheduling period by the cut off date for requests for that schedule, which is to say, three (3) weeks prior to the posting date of each schedule.

### O.3

#### Part Time Call Ins

- (a) Once the schedule is posted, and where multiple tours remain available, all available tours will be offered to regular part time employees until they have been offered sufficient tours to have their minimum commitment (45 hours/pay) met, beginning with the most senior who has not reached their commitment. It is understood that available shifts will not be split.

The remaining available tours, if any will be offered to regular part time on the unit who may select up to full time hours in descending order of seniority on a rotational basis. For clarity, where the most senior employee is offered the first opportunity to select additional tours, on the next occasion when multiple tours become available, the second most senior employee will be offered the first opportunity to select additional tours and so on. Having exhausted all regular part time employees, should multiple tours still remain available, they will be offered in accordance with the order specified in O.4 below subject to the following:

- i) A tour is deemed to be offered whenever a call and/or electronic notification is placed;
- ii) It is understood that the Hospital will not be required to offer tours which would result in premium pay;
- iii) When an employee accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made;



- iv) There is no responsibility for the caller or the Hospital to wait for an answer. The nurse must give her/his answer when called. (This does not prevent a nurse from attempting to make arrangements required in order to be able to accept the shift and calling back to the Hospital to see if the tour(s) is/are still available.)
  - v) When known at the time of call in that a full weekend is available, the call in shall include the full weekend. When a single shift call in on a weekend is done, should a second tour on the same weekend become available, it will first be offered to the nurse who has accepted the single shift provided that no premium pay is incurred as a result.
- (b) Once the schedule is posted, and where call ins are required the available tour will be offered to regular part time employees on the unit with less than minimum commitment (45 hours/pay), beginning with the most senior part time nurse who does not have minimum commitment. It is understood that available tours will not be split. Thereafter, additional tours will be offered in descending order of seniority beginning with the employee immediately junior to the employee offered the last such tour. Having exhausted all regular part time employees, should single tours still remain available, they will be offered in accordance with the order specified in O.4 below subject to the following:
- i) A tour is deemed to be offered whenever a call is placed;
  - ii) It is understood that the Hospital will not be required to offer tours which would result in premium pay;
  - iii) When an employee accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made;
  - iv) There is no responsibility for the caller or the Hospital to wait for an answer. The nurse must give her/his answer when called. (This does not prevent a nurse from attempting to make arrangements required in order to be able to accept the shift and calling back to the Hospital to see if the tour(s) is/are still available.)
  - v) Notwithstanding the above, where a part time nurse had a scheduled shift cancelled and a need arises whereby the Hospital intends to call a nurse in for the same cancelled shift, the nurse who has had her/his shift cancelled will be given the opportunity to work that call-in shift.

- vi) When known at the time of call in that a full weekend is available, the call in shall include the full weekend. When a single shift call in on a weekend is done, should a second tour on the same weekend become available, it will first be offered to the nurse who has accepted the single shift provided that no premium pay is incurred as a result.

O.4 Provided that they are qualified, employees may submit their availability to work additional tours on more than one unit. Unit managers shall determine the need for employees with additional availability considering the needs of the individual patient care unit. These employees will be considered in the following order:

- i) Regular Part Time on the Unit;
- ii) Job Sharers on the Unit;
- iii) Casuals on the Unit;
- iv) Regular Part Time off the Unit who are on the unit's call list;
- v) Job sharers off the unit who are on the unit's call list;
- vi) Casuals off of the unit.

#### O.5 Temporary Vacancies

In accordance with Article 10.07 (d) i), should the Hospital fill vacancies which are not expected to exceed sixty (60) calendar days or vacancies caused due to illness, accident, leaves of absence (including pregnancy and parental), regular part time nurses in the bargaining unit who are qualified to perform the work in question will be given the opportunity to do so as follows:

- (a) Once annually, by February 15<sup>th</sup>, part time nurses may indicate in writing in a manner determined by the Hospital, their desire to assume a temporary full time position in the bargaining unit. This will include but not necessarily be limited to their site, unit, shift, duration and rotational preferences.
- (b) Once annually, by February 15<sup>th</sup>, casual nurses may indicate in writing in a manner determined by the Hospital, their desire to assume a temporary full time position and/or a temporary part time position in the bargaining unit. This will include but not necessarily be limited to their site, unit, shift, duration and rotational preferences.
- (c) Nurses who have indicated this desire will be assigned temporary positions in order of seniority provided they have the skill, ability, experience and qualifications. It is understood that should such transfer not be possible due to undue needs within the nurse's

permanent unit the nurse will be informed of same and considered for the next temporary opportunity that arises.

Should no regular part time or casual part time nurses accept a temporary vacancy in accordance with the above, the vacancy will be assigned to a Transition Pool Nurse.

In accordance with Article 10.07 (d) ii), vacancies due to illness, accident, leaves of absence (including pregnancy and parental) which are expected to exceed sixty (60) calendar days will be posted in accordance with Article 10.07 (a). Full time nurses shall only be considered for temporary vacancies that are in a different classification.

A list of all vacancies which are expected to be sixty (60) days or more that were filled in the preceding month under this provision, including the names of the nurses selected and the anticipated duration of the vacancy will be provided to the Union if requested.

#### **ARTICLE P - TOURS OF LESS THAN 7.5 HOURS**

- P.1
- (a) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum (or to a reasonable level).
  - (b) Employees working shifts comprised of less than 7.5 hours shall be granted a paid rest period.
  - (c) No part-time employee will be scheduled solely on tours which are comprised of less than 7.5 hours in any pay period, except where such arrangements are requested by the employee.
  - (d) Employees working tours comprised of less than 7.5 hours, shall not be scheduled to work more than seven (7) consecutive tours. If an employee is required to work on a eighth (8th) consecutive and subsequent tour, then she/he will receive premium pay for each tour so worked until a day off is scheduled.

#### **ARTICLE Q – BENEFITS**

Q.1 Retiree Benefits – Process for payment

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

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

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

Q.2 Part Time Voluntary Benefits

- (a) Benefits, which include extended health coverage, dental, life insurance and hospitalization, will be available by payroll deduction or post dated cheques at full premium cost to the nurse.
- (b) In the event a regular part time nurse has insufficient earnings in the pay period in which the premiums are normally deducted, the amount owing will either be deducted from the immediately following pay or the employee must make payment in full to the Payroll department.
- (c) The coverage limitations are as follows:  
  
Life insurance \$25,000.00  
Private Duty Nursing Lifetime Limit \$25,000.00  
Prescription Drugs Lifetime Limit \$25,000.00
- (d) All coverage shall cease immediately upon the occurrence of any of the following:
  - i) Any monthly payment is missed or a cheque is returned to the Hospital in which case the Hospital has no obligation to contact the nurse or question why payment has not been made;
  - ii) Failure to remit payment in respect of any increase in premiums within thirty (30) days of being notified by the Hospital of the increased rate;
  - iii) The death of the nurse
- (e) Once coverage is terminated for any reason, the Hospital is under no further obligation to offer coverage to the individual nurse.
- (f) If nurses choose to enrol in the voluntary program, they will be required to participate in all benefits listed in (c) above.

- (g) Nurses may withdraw from these benefits at their discretion provided notice is in accordance with the benefit carriers. Opportunity for re-enrolment will be subject to the same terms and conditions as outlined in this agreement.
- (h) All terms and conditions, with respect to the benefit plans, carriers and substitution will be in accordance with Article 17 of the Central Collective Agreement except as modified in this article.

## **ARTICLE R – INNOVATIVE SCHEDULING**

- R.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.
- R. 2
  - (a) Innovative scheduling will be introduced to a unit when:
    - i) seventy percent (70%) of the full time nurses indicate by secret ballot; and,
    - ii) the Hospital agrees to implement the extended tours; such agreement shall not be withheld in an unreasonable or arbitrary manner.
  - (b) Innovative scheduling may be discontinued in any unit when:
    - iii) fifty one percent (51%) of the employees in the unit so indicate by secret ballot; or
    - iv) by the Hospital because of
      - A) adverse effects on patient care,
      - B) inability to provide a workable staffing schedule,
      - C) financial constraints, or,
      - D) where the hospital wishes to do so for other reasons which are neither arbitrary nor unreasonable, states it's intention, in writing, to the Association to discontinue the innovative scheduling.
  - (c) It is understood that the implementation of innovative scheduling will be for a trial period of six (6) months. At the end of the trial period a second vote will be taken in accordance with paragraph 1 above.

- (d) Master schedules containing any combination of 7.5-hour tours, 11.25-hour tours, a combination of 7.5/11.25 hour tours and 2D2N rotations will be designed with input from the staff on the unit.
- A. Where there are master rotations consisting of 7.5-hour tours, the 7.5-hour tour scheduling provisions of the collective agreement will apply.
  - B. Where there are master rotations consisting of a combination of 7.5 hour and 11.25-hour tours, the extended tour scheduling provisions of the collective agreement will apply excepting for the following amended provision:  
  
A full time nurse shall not be scheduled to work more than five (5) consecutive combined 7.5 and 11.25 hour tours. Premium pay will be paid for all hours worked on the sixth (6<sup>th</sup>) tour and all subsequent consecutive tours until a day off is scheduled.
  - C. Where there are master rotations consisting of 11.25 hour tours, the extended tour scheduling provisions of the collective agreement will apply.
  - D. Where there are master rotations consisting of 2D2N rotations, the 2D2N scheduling provisions of the collective agreement will apply.
  - E. When additional shifts arise they will be offered and scheduled as per Article O.
  - F. A part time nurse shall not be scheduled to work more than four (4) consecutive combined 7.5 hour and 11.25 hour tours. Premium pay will be paid for all hours worked on the fifth (5<sup>th</sup>) tour and all subsequent consecutive tours until a day off is scheduled.

**ARTICLE S – NURSE PRACTITIONER**

- S.1 Due to the nature of the work of the Nurse Practitioner there will be flexible scheduling of hours in accordance with their patient load and job responsibilities. The Nurse Practitioner will adjust their schedule to compensate for the variations in the patient load and job responsibilities. The Nurse Practitioner and Director or designate will maintain communication regarding the flexible scheduling, and final approval remains with the Director or designate.
- S.2 Where a Nurse Practitioner who is authorized and works in excess of seventy-five (75) hours bi-weekly chooses equivalent time off for approved overtime (see Article 14.09), they may accumulate up to 90 hours in the bank. The Hospital will pay out at the premium rate all hours remaining in these overtime banks as the end of the last pay period in each calendar (tax) year. If the employee chooses, she/he can direct the monies to their RRSP account.

## LETTER OF UNDERSTANDING

### **Re: Master Rotations – Part-time nurses**

Pursuant to Article D.1 (b) the Parties agree that in order to facilitate the introduction of master rotations for part time nurses:

1. baseline master rotation shifts for part time nurses shall be distributed equitably among part time nurses by seniority over the length of the FT master rotation;
2. prior to posting a schedule, additional shifts shall be distributed equitably among part time nurses by seniority over the length of the posted 6 week schedule without incurring premium pay.
3. It is understood that normal scheduling regulations will be followed when assigning the additional shifts to the baseline part time master.
4. It is understood that part time master rotations will change following any change to the full time master rotation on the Unit.
5. The Parties agree to meet to review the implementation of master rotations for part time staff six (6) months following implementation.

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## LETTER OF UNDERSTANDING

### **Re: Short Term Layoffs**

The parties agree that in addition to the rights provided in the Central Agreement for nurses who are subject to short term layoffs the following additional options are offered:

- Utilize existing vacation credits,
- Request leave of absence/disallowed hospital time
- Temporary re-assignment to other units
- Utilize banked overtime, or
- Any combination of the above.

Any nurse may only be reassigned provided they have the skill and ability to perform the work required with only a familiarization period.

It is understood that when a nurse elects to request temporary re-assignment they will not displace regularly scheduled shifts on any unit. The unit to which the nurse is



reassigned will complete their schedule; including all PT up to desired level of commitment and any casual staff who have submitted availability in accordance with the collective agreement should the work be available. The nurse desiring reassignment will be scheduled any remaining available shifts.

Should there be any opportunity for call in to the unit where the nurse has requested reassignment; the nurse will be considered for the call in using the part time seniority list for that unit. A full time nurse will be considered in seniority order for straight time call-ins. Nurses will be considered utilizing the blended seniority list for any premium pay call-ins.

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## LETTER OF UNDERSTANDING

### **Re: Self Scheduling**

The primary tenet of this method of innovative scheduling is that it is staff driven and therefore requires commitment and cooperation among the staff to ensure that the unit is appropriately staffed at all times. Self scheduling requires collaboration between the nursing staff, the hospital and the union

Self scheduling is the process by which nurses on a unit collectively determine and implement the work schedule. Self scheduling is a dynamic process that changes with the needs of the unit and the needs of the nurses participating. Good communication and strong commitment from all parties are essential to the ongoing success of self scheduling.

#### (a) Self Scheduling For Part Time

- i) Self scheduling shall be introduced into a unit when 70% of the part time nursing staff so indicate by secret ballot for a 'trial' period of 6 six week scheduling cycles; and
- ii) The Hospital agrees to implement self scheduling. Such an agreement shall not be withheld in an unreasonably arbitrary manner. There shall be a trial period of a minimum of six (6) months. The scheduling initiative will be evaluated jointly by the parties, halfway through and at the end of the trial period.
- iv) Following the trial period and, after evaluation, with the continued approval of the Director, a secret ballot will be conducted the Union and where fifty one percent (51%) of the part time nurses indicate a desire to continue with Self Scheduling, it will be adopted on a permanent basis.

(b) Discontinuation:

Self scheduling will be discontinued when:

- i) Fifty-one percent (51%) of the part time nursing staff in the unit indicate by secret ballot.
- ii) When notice of discontinuation is given by either party, then the two parties shall meet within two (2) weeks of giving notice to review the reasons for discontinuation with a view to resolving any problems. Where it is determined that the self scheduling will be discontinued, affected nurses shall be given a minimum of sixty (60) days notice before the schedules are amended.

(c) When self scheduling is voted into a unit, the Union and the hospital will meet to discuss unit specific issues.

(d) In order for self scheduling to function on any unit, there must be at least one (1) group facilitator who has agreed to coordinate the process. The names of the facilitators will be submitted to the Manager or her designate for approval.

(e) General Guidelines

Self scheduling for the part time nursing staff must produce a rotation that:

- i) Will be in accordance with the Collective Agreement.
- ii) Is approved by the Manager or designate.
- iii) Will occur over 12 months of the year.
- iv) If there are not enough scheduled hours available to fill the minimum requirements for all part time staff, then all available hours will be equally and equitably distributed as per the Collective Agreement Article O.2 a) and b).
- v) Fulfils the nurses part time commitment language.
- vi) Will result, through the collaboration with the Team Leader/Manager, in a fully completed rotation: one that fulfils all of the staffing needs of the unit.
- vii) Self scheduling will not affect the 'call in' process

- viii) All part time nursing staff will pick shifts in accordance with the Collective Agreement (alternate weekends, equal number of shifts, etc)
- ix) Will be posted within the established timelines.
- x) Must meet the baseline staffing requirements, (including unit specific skill requirements, and requirements for charge nurse) which will be identified in writing to the facilitators by the Manager or her designate.

Requested time off must be valid entitlements, vacation hours remaining or banked time. Entitlements remaining will be identified in writing to the facilitators by the Manager or her designate. Pre approved vacation and online requests, order of receipt will be differentiated on the skeleton draft by the Staff Scheduler.

Where any of these conditions are not fulfilled, the Manager or her designate and the facilitator(s) will meet on an expedited basis to resolve any deficiencies. Staff will be notified and schedules will be altered in accordance with the Collective Agreement in order to fulfill the needs of the unit.

- f) Scheduling Process  
Part time staff on the unit will be formed in to groups depending upon the numbers of staff, skill mix requirements etc. as determined by the Manager.
- g) Group A will always select first from the available shifts. Group A is comprised of staff who require specific scheduling as a result of an approved accommodation and any staff scheduled to work permanent shifts in accordance with the collective agreement. Group A will only be formed if necessary.
- h) The facilitator(s) will be responsible for ensuring that each nurse selects their shifts in a timely manner. The name(s) of the facilitator(s) will be submitted to the Manager or designate.
- i) Each group member is responsible to make themselves available to choose their shifts or to communicate their availability to their group facilitator or designate, in order to complete their selection within the time period allotted on the unit.
- j) Where nurses are unable to select shifts, shift selection may be provided to the facilitator or her designate. The failure of an individual nurse to complete their selection promptly in accordance with unit practice may result in forfeiture of order of selection.

- k) The full time schedule will be completed first, including pre-approved leave. Once posted, the groups will then choose their shifts with Group A choosing first.
- l) Shift selection for each group shall have up to 48 hours per person. As each 6 week rotation is unique, required shifts will be determined and selected for that particular schedule only.
- m) If there are more than two groups, not including Group A, or if there is no Group A, each six weeks the order of selection will "rotate" going to the next most senior and so on.
- n) All staff will select from the remaining required shifts in accordance with the collective agreement (Article O.2b)
- o) When additional shifts become available after commencement of the selection process those shifts will be provided to the facilitator(s) and the selection process re-implemented in an expedited manner. Should there not be time for proper selection then the facilitator and manager will assign available shifts up to the level of part time commitments.
- p) If Part time commitments are not met, available shifts will be assigned in order to meet that obligation.

After all groups have chosen their shifts according to entitlement (PT), extra available shifts will be offered in accordance with the collective agreement.

Completed self-schedules will be submitted to the Staffing and Scheduling department by the deadline set for that rotation.

- q) Weekends  
The actual number of remaining weekend shifts required to complete each rotation will be divided equally among the part time staff up to a maximum schedule of every other weekend. The number of weekend shifts required from part time staff will be dependent upon the needs of the unit.

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## LETTER OF UNDERSTANDING

**Re: RNFA/RN Composite Positions**

Whereas the parties agree to create one permanent Full-time and one Part-time Composite Positions, the following will apply:

1. The positions will be posted in accordance with the Collective Agreement as full-time Composite Registered Nurse Operating Room and Registered Nurse First Assistant (RNFA).
2. The nurse when booked as a Registered Nurse First Assistant will be compensated for all hours worked on that tour at the applicable Registered Nurse First Assistant hourly rate of pay.
3. Each posted schedule shall indicate which shifts are scheduled as Registered Nurse First Assistant and which are scheduled as Registered Nurse Operating Room shifts. Copies of each schedule will be sent to the appropriate Site Representative.
4. The nurse when booked as a Registered Nurse-Operating Room Nurse will be compensated for all hours worked on that tour at the applicable registered nurse hourly rate of pay.
5. The nurse when booked as a Registered Nurse-Operating Room Nurse and is requested/required to work as a Registered Nurse First Assistant during her said tour, the nurse will be compensated for only those hours worked as a Registered Nurse First Assistant at the applicable Registered Nurse First Assistant hourly rate of pay, in hourly increments. Any overtime hours worked by the Registered Nurse First Assistant shall be paid out at the appropriate rate of pay or banked in accordance with Article G.9 (b). Time off in lieu of overtime payment shall be paid at the appropriate Registered Nurse First Assistant or Registered Nurse rate of pay dependent upon the circumstance which generated the entitlement to overtime.

Overtime must be pre approved by the manager or delegate as per QHC policy.

6. When either nurse is on vacation, leave of absence or sick leave, the master schedule shall be amended to ensure RNFA coverage whenever possible. Article 14.12 (a) shall apply.
7. When either nurse is on vacation, leave of absence or sick leave, they will be paid at the applicable rate of RNFA or RN. If the majority of hours paid in the previous 2 weeks were RNFA, the nurse will be paid the RNFA rate while on vacation, leave of absence or sick leave.
8. All provisions, including scheduling regulations, in the Collective Agreement will apply to said Composite Positions.

9. In the event that there are sufficient RNFA hours to be worked, the Hospital will not be required to schedule the members in RN shifts/hours in the Operating Room.
10. This Letter Of understanding will be attached to and becomes part of the Collective Agreement. A meeting may be called by either party as circumstances warrant to re-negotiating any changes necessary.

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## **LETTER OF UNDERSTANDING**

### **Re: Carryover of Banked Overtime**

It is understood that the sole purpose of Banked Overtime in the areas of Operating Room, Same Day Surgery and PACU is for use during periods of closure or slowdown.

Nurses in these areas will carry over 37.5 hours (if they exist in their bank) beyond the payout date in Article G.9b. Any additional hours in the bank at that time will be paid out as per Article G9.b.

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## **LETTER OF UNDERSTANDING**

### **Re: Transition Pool**

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

The parties agree to the following:

1. Utilization of the Transition Pool Nurses will not have a negative impact on the scheduling of regular part-time nurse. Notwithstanding Article O.5 (Temporary Vacancies) all provisions of Article O for regular part-time will continue to apply for scheduled and additional tours.
2. Each Transition Pool nurse will receive orientation specific to the applicable unit(s), as mutually agreed to by the nurse and the Patient Care Manager, at the commencement of his or her Transition pool assignment. Nurses may request additional orientation and requests will not be unreasonably denied.
3. Upon completion of the orientation/familiarization to each area the Patient Care Manager or delegate, and the nurse will review the nurse's competency skills checklist. Should there be any outstanding

competencies, the nurse and the manager will set realistic time lines for the completion of all competencies.

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## **LETTER OF UNDERSTANDING**

### **Re: Locked Space for Nurses on Standby**

The Hospital will forward the request through the normal space planning process which involves review of such requests by a committee who evaluates them as spaces become available.

For the duration of this collective agreement the Hospital will provide a pull out chair/cot in the Operating room lounge which is a locked space equipped with a table and a chair.

SIGNING PAGE

Dated at Kingston, Ontario, this 3 day of April, 2024.

FOR THE EMPLOYER

FOR THE UNION

“Janet Montgomery”

\_\_\_\_\_

“Adriana Breen”

\_\_\_\_\_

Labour Relations Officer

“Emma Walker”

\_\_\_\_\_

“Kat Anastasiou”

\_\_\_\_\_

“Sandra Herrington”

\_\_\_\_\_

\_\_\_\_\_

“Lisa Mowbray”

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“Travis Boivin”

\_\_\_\_\_

\_\_\_\_\_

“Kristina Cruess”

\_\_\_\_\_

\_\_\_\_\_

“Sarah Corkey”

\_\_\_\_\_

\_\_\_\_\_

“Lu-Ann Dainard”

“Shelly Kay”