COLLECTIVE AGREEMENT

Between:	
	RENFREW VICTORIA HOSPITAL (Hereinafter referred to as the "Hospital")
And:	
	ONTARIO NURSES' ASSOCIATION

(Hereinafter referred to as the "Association")

Expiry Date: March 31, 2025

APPENDIX 3 SALARY SCHEDULES APPENDIX 4 SUPERIOR CONDITIONS APPENDIX 5 LOCAL PROVISIONS

(Hereinafter called the "Union")

Between:	
	RENFREW VICTORIA HOSPITAL (Hereinafter called the "Hospital")
And:	
	ONTARIO NURSES' ASSOCIATION

Expiry Date: March 31, 2025

TABLE OF CONTENTS

APPENDIX 3 – SALARY SCHEDULE

HOURLY RATES

Classification - Registered Nurse

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

<u>Classification – Nurse Practitioner</u>

Step	Current	April 1, 2023	April 1, 2024
Start	\$52.54	\$56.10	\$57.79
1 Year	\$54.20	\$59.04	\$60.82
2 Years	\$53.99	\$59.32	\$61.11
3 Years	\$54.82	\$59.98	\$61.78
4 Years	\$55.65	\$60.74	\$62.57
5 Years	\$56.69	\$61.51	\$63.35
6 Years	\$58.97	\$63.74	\$65.65
7 Years	\$60.39	\$65.22	\$67.17
8 Years	\$62.50	\$66.83	\$68.83

APPENDIX 4 – SUPERIOR CONDITIONS

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

Clause # Central Agreement

Applicable Clause From Existing Collective Agreement

Full-time/Part-time

5-Note

8.03 The Hospital will remit such payment on a monthly basis to the association as requested by the association in writing, together with a list of names, classifications and categories of the employees, from whose pay dues deduction has been made.

12.02) 15.09 <u>Accumulated Sick Leave Provisions (Sick Leave Bank)</u>

12.03)

- (a) In the event of a death of a nurse with less than five (5) years of service with the Hospital, there shall be paid to their widower or beneficiary, an amount equivalent to their salary for one-half the number of days standing to their credit for sick leave at the rate received by them immediately prior to their death.
- (b) Every nurse who has completed five or more years of service on severance of employment shall receive an amount equivalent to their salary for one-half the number of days standing to their credit for sick leave, at the rate received by them immediately prior to their severance of employment. Such payment to be made in all instances of severance of employment save and except discharge for just cause.
- (c) Every nurse who has completed ten (10) or more years of service on severance of employment shall receive an amount equivalent to their salary for 80% of the number of days standing to their credit for sick leave, at the rate received by them immediately prior to their severance of employment. Such payment to be made in all instances of severance of employment save and except discharge for just cause.

- 19.09 22.09 Where the Hospital considers that additional educational preparation is required for a job then such preparation shall be paid for according to the following scale:
 - Special courses and/or Nursing Unit Administration -\$15.00/month
 - 1 Year's University Diploma \$40.00/month
 - Bachelor of Science Degree (Nursing) \$80.00/month
 - Master's Degree (Nursing) \$220.00/month

In the calculation of a nurse's basic rate of pay the above additional allowance shall not be taken into account.

Part-time

12.02 15.09 Accumulated Sick Leave Provisions (for Full-time nurses with a sick leave bank who transfer to Part-time).

15-Note For Casuals

16.02 A part-time nurse who works on a day a paid holiday is observed shall be entitled to receive pay at the rate of time and one-half for all hours worked on a paid holiday.

APPENDIX 5 – LOCAL PROVISIONS

ARTICLE A – RECOGNITION

A.1 By virtue of the Certificate issued by the Ontario Labour Relations Board, dated April 16, 1974 and the accompanying decision with respect to the composition of the Bargaining Unit, the Hospital recognizes the Association as the exclusive bargaining agent of all its full-time and part-time Registered and Graduate Nurses who are employed in a nursing capacity, save and except Head Nurses and those above the rank of Head Nurse.

ARTICLE B – HOSPITAL RIGHTS

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

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

<u>ARTICLE C – ASSOCIATION REPRESENTATION</u>

C.1 <u>Hospital Association Committee</u>

- (a) Each party shall designate three (3) persons as members of the Hospital Association Committee, consisting of the Bargaining Unit President and two (2) other members, unless mutually agreed otherwise.
- (b) One or more of the nurses on the Association-Hospital Committee as provided in the Collective Agreement covering full-time nurses may be a part-time nurse.

C.2 Professional Development Committee

Each Party shall designate two (2) representatives as members of the Professional Development Committee, including the Bargaining Unit President or delegate and one other member. The committee will meet in accordance with Article 9 of the Collective Agreement.

C.3 <u>Negotiating Committee</u>

The Hospital recognizes a Negotiating Committee of not more than five (5) Association members. The Bargaining Unit President will be included on this committee and at least one of whom will be a part-time representative. Committee members will be nurses of the Hospital.

C.4 Grievance Committee

The Hospital acknowledges the right of the Association to appoint, or otherwise select a Grievance Committee of up to three (3) nurse members.

C.5 Unit Representatives

There shall be one (1) nurse representative from the following Units:

- Complex Continuing Care
- Emergency and Regional Assault Care Program (RACP)
- Medical, Surgical, Special Care Unit
- Operating Room, Day Care and Oncology
- Dialysis

If a nurse representative is transferred from one area to another, such nurse shall continue to be recognized by the Hospital as the Unit

representative of the area from which they are transferred for up to one month for matters from that Unit unless notified otherwise by the Bargaining Unit President, except if transferred into a managerial position.

C.6 <u>Joint Occupational Health & Safety Committee</u>

The Hospital will recognize two (2) ONA bargaining unit members as representatives on the Joint Occupational Health & Safety Committee.

C.7 Union Leave

Unit Nurse representatives, committee members and association officers will be responsible for arranging with their supervisors time off as required as per the terms of this Collective Agreement.

- C.8 When a regular member of the above committees is not available they may be replaced by an alternate from the Union Executive.
- C.9 The Hospital shall arrange with the Bargaining Unit President or designate the scheduling of interviews with newly hired nurses. A list of newly hired nurses will be provided to the Bargaining Unit President or designate prior to a scheduled orientation date.
- C.10 The Employer will pay the Bargaining Unit President or designate at their regular straight time hourly rate for all time spent attending meetings with the Employer outside their regularly scheduled hours.

C.11 <u>Local Coordinator Leave</u>

The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Coordinator. Subject to reasonable notice and availability, it is understood and agreed that a Local Coordinator shall be granted such leave(s) as may be required to fulfil the duties of the position.

ARTICLE D - LEAVE OF ABSENCE - ASSOCIATION BUSINESS (LOCAL)

- D.1 In requesting leave of absence days for local Association business, the Association shall:
 - (a) Provide adequate notice to the Hospital in writing.
 - (b) Provide that not more than three (3) full-time nurses at any one time request such leave, conditional upon these nurses not being from the same duty area of the Hospital.

- (c) Provide that not more than two (2) part-time nurses at any one time request such leave, conditional upon these nurses not being from the same duty area of the Hospital.
- (d) The Hospital will give written acknowledgement of the request and the time off for leave of absence for association business.

ARTICLE E - SCHEDULING REGULATIONS

E.1 <u>Master Rotations</u>

- (a) A copy of all master rotations will be provided to the Bargaining Unit President.
- (b) Where a master rotation is changed, the nurses on the affected unit will be provided with a minimum of sixty (60) days' notice that their master rotation will be amended.
- (c) Individual lines on a master rotation shall not be changed without prior discussion between the Manager or delegate and the nurse. Nurses may select their placement on a New Master Rotation on the basis of seniority and skills.
- (d) Unit nurses may submit a written request to Human Resources to move to a vacant rotation on the Unit where the qualifications and status (e.g., full-time, regular part-time) are the same as their current position. Such requests must be submitted while the vacant position is posted. Where more than one nurse on the Unit makes a request, the vacant line in the rotation will be awarded based on seniority.

E.2 The normal hours of work will be as follows:

Day Shift - 0730-1530 Evening Shift - 1530-2330 Night Shift - 2330-0730

The Parties acknowledge that there are Units that have adjusted their hours of work to accommodate patient care. The Union will be provided with a list of Units that have alternate start and stop times other than as noted above.

Prior to altering the start or stop times in any Unit, or prior to introducing different tours on a Unit other than as designated above, the Bargaining Unit President shall be notified. The nurses on the Unit will be consulted for input prior to implementation.

Regular scheduled days off shall be consecutive, unless otherwise mutually agreed, and the Hospital will schedule two (2) weekends off in any four (4) week period. A weekend is defined as being fifty-six (56) consecutive hours off work during the period following the last tour worked on Friday to the first tour worked on Monday.

In the Dialysis Unit, the number of consecutive hours off work during the weekend may be fifty-five (55) hours, following the last shift worked on Friday to the first shift worked on Monday.

Where a full-time or regular part-time nurse is scheduled or called in to work any hours during the fifty-six (56) hours stated above, such full-time or regular part-time nurse will be considered as having worked the weekend.

- E.3 Nurses will be scheduled to work a maximum of six (6) scheduled shifts. A nurse will receive premium pay for all hours worked on the 7th and subsequent shift except where:
 - such tour is worked as the result of an exchange of shift(s) with another nurse.
- E.4 Work schedules for all nurses shall be posted three (3) weeks in advance of the first day of the new schedule and will cover a minimum of a four (4) week period.
- E.5 Subject to the approval of the Manager or designate, nurses within the same classification may be allowed to switch scheduled shifts or standby assignments that occur within the posted schedule, and the switch will be for an equivalent number of hours. The request must be submitted in writing to the Manager or designate indicating the dates of the shift/hours or standby assignment in question and signed by both nurses involved in the change. For part-time nurses, such requests shall be submitted only after the schedule has been posted.

Requests for time off, including lieu time, short notice vacation, banked/overtime and for shift switches with less than three (3) business days' notice will be submitted to the Nursing Office and are only deemed approved when signed by a Hospital designate.

Exchanges of a shift or standby assignment requested by nurses shall not result in payment of premium. Nurses are paid for the hours they worked.

- E.6 Split tours shall not be scheduled. A full-time nurse shall be scheduled four (4) days off in any two (2) week pay period.
- E.7 (a) A nurse shall have at least sixteen (16) hours off between scheduled shifts. If such circumstance does not prevail, then a

nurse shall be paid at premium rates of pay for all hours worked during the aforementioned sixteen (16) hour period.

- (b) There will be forty-eight (48) hours scheduled off following a period of scheduled night shifts. If such circumstance does not prevail, then a nurse shall be paid at premium rates of pay for all hours worked during the aforementioned forty-eight (48) hour period. This premium shall not apply if after the schedule is posted a nurse is offered an additional evening shift with a minimum thirty-two (32) hours off following a period of scheduled night shifts, or when the nurse is offered an additional night shift commencing within the forty-eight (48) hour period.
- E.8 Consideration shall be given by the Hospital to nurses who request to work on permanent evening or night shifts.
- E.9 Rest periods shall be designated by the Hospital.
- E.10 <u>Full-time</u> In selecting time off in lieu of overtime, consideration will be given to the wishes of the nurses, but the Hospital's decision will govern.
- E.11 A nurse will receive premium pay for all hours worked on a third and subsequent consecutive weekend save and except where:
 - (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - (b) such nurse has requested weekend work; or
 - (c) such weekend is worked as the result of an exchange of shifts with another nurse.
- E.12 The criteria for establishing the normal staffing patterns shall not be affected by the presence of nursing students.
- E.13 The Hospital will provide that Nurses are scheduled off work the evening shift on the Friday prior to their scheduled weekend off wherever possible.
- E.14 For purposes of Article 14.15, the weekend premium shall be paid from 2330 hours Friday to 2330 hours Sunday.
- E.15 For the purposes of payment of premium as per Article 14, the hours for the normal seven-point five (7.5) hour shifts for which shift premium will be paid are:

Day Shift - 0730-1530 Evening Shift - 1530-2330 Night Shift - 2330-0730 E.16 Employees will submit requests for lieu days (stats), short notice vacation, and overtime owing at least four (4) weeks in advance of the next schedule being posted.

Once the Hospital receives the request, they will approve or deny the request no later than ten (10) business days after the request has been received. If the request is not received four (4) weeks in advance the Hospital may be unable to fill the request.

Requests will not be unreasonably denied.

E.17 It is understood that the Hospital will not be required to offer shifts which would result in premium pay.

<u>ARTICLE F - REGULAR PART-TIME SCHEDULING</u>

- F.1 Regular Part-Time Commitment and Scheduling Prior to the Posted Schedule (All Nursing Units)
 - (a) Vacation, sick time and paid holiday requests received prior to the schedule being posted will be assigned to the part-time master schedule. These shifts will be assigned as equitably as possible according to seniority, on a rotating basis.
 - (b) Regular part-time nurses must be available to be scheduled to work two (2) in four (4) weekends, or two (2) consecutive weekends in any four (4) week period.
 - (c) If a nurse is unable to work a particular shift as indicated on the posted schedule, the nurse has the option of switching shifts as per Article E. If they are unable to switch her shift, the nurse will be expected to work.
 - (d) Commit to be scheduled fifty-two (52) weeks per year, minus vacation entitlement.
- F.2 Regular Part-Time Commitment and Scheduling Prior to the Posted Schedule (All Nursing Units except Operating Room, Assault Response Team, and Oncology Departments)
 - (a) Regular part-time nurses shall elect to commit to be scheduled up to fifty-two point five (52.5) hours or up to seventy-five (75) hours per pay period.
 - (b) Nurses will be first scheduled as per the master rotation, where applicable. Then, shifts will be scheduled first to those nurses with less than fifty-two point five (52.5) hours by seniority on a rotating basis.

- (c) A nurse's scheduling election is not a guarantee that the nurse will be scheduled to work up to fifty-two point five (52.5) hours or seventy-five (75) hours per pay period. For greater clarity, the Hospital is not required to place nurses on a master rotation which provides them with fifty-two point five (52.5) hours per pay period.
- (d) Once all regular part-time nurses are scheduled up to fifty-two point five (52.5) hours, additional available shifts will be assigned to those nurses who have elected to be scheduled up to seventy-five (75) hours by seniority on a rotating basis.
- (e) Nurses will indicate whether they would like to be scheduled up to fifty-two point five (52.5) hours per pay period or up to seventy-five (75) hours per pay period in writing (using the form provided by the Hospital) upon hire. Nurses may change their scheduling preference to the other option when submitting vacation requests as outlined in Article P.1. If outside of these timeframes, the nurse needs their scheduling selection changed due to extenuating circumstances, the nurse will put the request in writing to the Hospital. Such requests will not be unreasonably denied.
- (f) In the event that a nurse does not submit their scheduling preference form as per F.2(e), the Hospital will deem that the nurse is available for up to seventy-five (75) hours per pay period.

F.3 Part-Time Type 2 Commitment and Scheduling

The parties agree to the creation of an additional part-time commitment for regular part-time staff to allow the pre-scheduling of a reduced number of hours. Part-Time Type 2 positions will be posted in accordance with Article 10.07 of the Collective Agreement.

The Part-Time Type 2 scheduling commitment will be utilized to retain and recruit members in the Bargaining Unit but will be limited. The Union will be provided annually and on an ongoing basis with a list of all nurses that have a Part-Time Type 2 scheduling commitment.

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

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

During the defined Christmas and New Year's holiday period, the Part-Time Type 2 nurse will be scheduled a minimum of two shifts.

The Part-Time Type 2 nurse will be prescheduled a minimum of forty-five (45) hours in either July or August. The nurse will submit to the Hospital the preferred month of July or August by March 1st of each year, in which the nurse will be prescheduled the minimum of forty-five (45) hours.

- (c) The Part-Time Type 2 nurse may submit availability in writing for additional work/shifts to the Nursing Administration Office once the schedule has been posted.
- (d) Additional hours for the Part-Time Type 2 nurse's commitment is defined as hours/shifts beyond the minimum commitment as defined above, two (2) shifts per month and forty-five (45) hours in either July or August.

For clarification, it is understood that additional shifts that become available after the schedule has been posted will be offered in accordance with the Collective Agreement.

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

F.4 <u>Scheduling Additional Shifts after the Schedule is Posted</u>

- (a) Regular part-time, Part-Time Type 2, and casual nurses may submit their availability to the Nursing Office after the schedule has been posted for additional tours that become available. This information will be kept in the Nursing Office, and nurses shall be responsible for notifying the Nursing Office of any changes in their availability.
- (b) Additional shifts/hours including hours paid at premium, that become available after the schedule has been posted will be offered and scheduled by seniority up to seventy-five (75) hours per pay period:
 - First to regular part-time nurses (including Part-Time Type 2) on the unit who have provided their availability;
 - Then, to regular part-time nurses and Part-Time Type 2 nurses in other areas of the hospital who have provided their availability:
 - Then, to casual nurses according to their availability.

- (c) Should the shifts remain unfilled as per the availability process the Employer will call:
 - The Unit specific regular part-time nurses (including Part-Time Type 2) nurses;
 - Then, hospital- wide regular part-time and Part-Time Type 2 nurses;
 - Then, casual nurses in order of seniority.
- (d) When offering additional shifts in the same Unit, the Hospital may offer the same nurse shifts on the Saturday and Sunday for a full weekend before being required to offer additional weekend hours to more than one nurse, as long as the nurse has indicated that they are available for the shifts being offered.

F.5 <u>Less Than 7.5 Hour Shifts</u>

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

No regular part-time nurse will be scheduled to work solely on shifts which are comprised of less than seven point five (7.5) hours per day except where such arrangements are agreed to by the nurse.

F.6 It is understood that the hospital will not be required to offer shifts which will result in premium pay.

A nurses' availability for additional shifts and/or overtime does not waive the nurse's right to premium payment provided for under this collective agreement.

<u>ARTICLE G – OFFERING OF OVERTIME</u>

G.1 When offering overtime hours and/or an overtime shift, such hours/shift shall be offered in the following order, based on seniority and qualifications:

Overtime is defined as when nurses have been scheduled beyond seventy-five (75) hours in a pay period.

- 1) Full-time nurses on the Unit
- 2) Regular Part-time nurses on the Unit
- 3) Full-time nurses from other Units
- 4) Regular Part-time nurses from other Units
- 5) Casual nurses

If there is a nurse scheduled for standby, and patient care is required beyond the end of scheduled shifts, the standby nurse will be utilized.

Prior to resorting to scheduling nurses for "double shifts", the Hospital may offer four (4) hour shifts and/or extend the start or end time of the shifts.

ARTICLE H – SHIFT CANCELLATIONS

- H.1 Subject to Articles 10 and 14 of the Central ONA Collective Agreement, when the Hospital deems it necessary to cancel a single or partial shift, nurses shall be offered the opportunity to take paid or unpaid time off prior to cancelling the shift. Such offer shall be made first to full-time, then part-time, then casual nurses. In such cases, nurses must obtain approval from their Manager or designate before leaving the Hospital.
- H.2 In the event the Hospital is still required to cancel shifts, cancellation will be done, in reverse order of seniority, in the following order:
 - i) overtime shifts
 - ii) casual, part-time, then full-time nurses in the specific department/unit where the shift is being cancelled.
- H.3 When a shift is cancelled with sufficient notice, the nurse being cancelled may displace the least senior nurse in the bargaining unit as long as the shift is the same start and stop time, and they are qualified to perform the work.
- H.4 It is further understood that nurses may be reassigned as per the Central Hospital Collective Agreement.

ARTICLE I – CHRISTMAS AND NEW YEARS SCHEDULING

Where possible, the Hospital agrees to maintain scheduling for nurses during the Christmas and New Year's period while providing nurses with five (5) days off at either Holiday period on an alternating basis from year to year.

The Hospital may waive all scheduling/staffing requirements for a three (3) week period which will be determined by April 1st each year and communicated to the Bargaining Unit President in writing. Christmas scheduling will take precedence over vacation request for this three (3) week period.

The Hospital agrees to schedule five (5) consecutive days off for nurses during the Christmas or New Year's periods, unless the nurse makes a written request by October 1st to the Manager or designate, for fewer days

off or a request for specific days off for the stretch of five (5) days. This provision does not apply to Nurses that are scheduled both holidays off.

When possible, to provide both Holiday periods off to some nurses, it shall be done by seniority on a rotating basis from year to year. When extra time is available to be granted off, the time will be granted off as per the Shift Cancellation Article.

Time off at Christmas shall include December 24th to 26th, all scheduled shifts. Time off at New Year's shall include December 31st to January 2nd all scheduled shifts.

For the purpose of clarification, working Christmas is defined as December 24th to 26th, any scheduled shift; and working New Year's is defined as December 31st to January 2nd any scheduled shift.

The parties agree that scheduling of any vacation requested will only be considered after the Christmas and New Year's schedule has been finalized.

It is understood and agreed that all nurses (excluding casuals) will be scheduled to work, if required, either on the designated Christmas or New Years periods mentioned above. All nurses (excluding casuals) will alternate working Christmas and New Year's from year to year.

The Hospital will post the Christmas/New Year's schedule no later than November 15th each year.

<u>ARTICLE J – INNOVATIVE SCHEDULING</u>

J.1 Innovative Scheduling

Prior to initiating Weekend or Individual Special Circumstance arrangements as per Article 13 of the Central Hospital Collective Agreement, the Hospital will notify and meet with the Union to discuss and develop any necessary guidelines that will govern the particulars when introducing innovative scheduling.

Individual Special Circumstance Arrangements

The Hospital and the Union may agree that Nurses may request an individual special circumstance scheduling arrangement in which a full-time nurse is scheduled to work less than the normal full-time hours. Such scheduling arrangement will comply with the provisions of the Central Hospital Collective Agreement. The parties agree that the Individual Special Circumstance for each nurse will be identified with a Letter of Understanding.

- (a) Nurses must apply in writing to their Nurse Manager and copy the Union with the request and desired start date.
- (b) Nurses granted an individual special circumstance arrangement are not entitled to declare availability for additional shifts.
- (c) The parties will discuss how the hours created as a result of the individual special circumstance arrangement will be dealt with on the Unit.
- (d) The scheduling of shifts for nurses working under this arrangement shall be in accordance with Local Collective Agreement provisions. The parties agree that Nurses working a Special Circumstance Arrangement will not be entitled to overtime hours unless they work beyond the regular hours of work for a full-time member as per the Central Collective Agreement.
- (e) The parties agree that an individual special circumstance arrangement may be discontinued by either party with sixty (60) days written notice. The parties will meet within fifteen (15) days of receipt of notice to discontinue, to discuss the reasons for discontinuation.
- (f) For each individual special circumstances arrangement, a separate letter of understanding noting any provisions specific to that nurse will be signed by the participating nurse, the Union and the Hospital. The Parties agree to review each Individual Special Circumstance Arrangement yearly.

J.2 Extended Tours

- (a) Extended tours shall be introduced into any unit or specialized area when:
 - i) sixty-six percent (66%) of the nurses in the unit so indicate by secret ballot; and
 - ii) the Hospital agrees to implement extended tours; such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended tours may be discontinued in any unit or specialized area when:
 - i) fifty percent plus 1 (50% + 1) of the nurses in the unit so indicate by secret ballot; or

- ii) the Hospital because of:
 - A) adverse effects on patient care;
 - B) inability to provide a workable staffing schedule;
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
 - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - ii) where it is determined that extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

(d) Scheduling

- i) Every second weekend off will be scheduled for full-time nurses.
- ii) Not more than three (3) consecutive days or night shifts will be scheduled. Should a nurse be scheduled for more than three (3) consecutive shifts, the nurse shall be paid one and a half times the applicable straight time hourly rate for successive shifts worked until a day off is provided.
- iii) A nurse shall have at least twelve (12) hours off between shifts before commencing a twelve (12) hour shift. Nurses working extended tours will be provided with forty-eight (48) hours scheduled off following a period of scheduled night shifts.
- iv) Before the work schedule is posted as per E.4, part-time nurses who are not scheduled every second weekend on the master rotation may be assigned additional weekends taking into account F.1.
- (e) A nurse will receive overtime premium pay for all hours worked on a third and subsequent consecutive weekend save and except where:
 - such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - such nurse has requested weekend work; or

- iii) such weekend is worked as the result of an exchange of shifts with another nurse.
- (f) Where possible for the Hospital to do so, the Hospital agrees to maintain scheduling of nurses during Christmas and New Year's period so that a nurse will have a minimum of five (5) days off at either period on an alternating basis from year to year unless mutually agreed otherwise.
- (g) A nurse's availability for additional shifts and/or overtime does not waive nurse's right to premium payment provided for under this Collective Agreement.

J.3 Job Sharing

Employees involved in job share arrangements are covered by articles related to Part-time except those which are modified as follows:

- (a) Two (2) nurses may share a full-time position subject to the mutual agreement of the Union and the Employer.
- (b) Schedules will conform to Article E & J of the Local Collective Agreement which set out scheduling provisions.
- (c) Total hours worked by job sharers shall equal one (1) full-time position. Job sharers will have the option of determining between themselves which partner will work on a scheduled tour, however, all scheduled tours must be covered. Such schedules will not be unilaterally imposed or changed by the Hospital, but once the schedules are posted they will not be changed without the permission of the supervisor in the area concerned. Such permission will not be unreasonably withheld.
- (d) Job sharers will be granted either Christmas or New Year's off pursuant to Article I. When one job sharer works over Christmas, neither can be required to work over New Year's and vice versa unless mutually agreed otherwise.

(e) 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.

Each job sharer may exchange shifts with their partner as well as other employees as provided by the Collective Agreement. A job sharer may exchange with nurses other than their partner only on scheduled tours off for the full-time line.

(g) <u>Coverage</u>

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

Job sharers shall be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on tours when neither job share partner is scheduled and where such scheduling would not result in premium payment.

ii) <u>Vacation, Maternity Leave and other leaves pursuant to</u>
Article 11 of the Central Hospital Collective 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 remaining job share partner is agreeable to cover the entire leave of absence the nurse must inform the manager of their intentions at least two (2) weeks prior to the posting of each schedule. If the employee cannot cover entirely for the absent partner, the vacancy will be posted.

(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 not 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 Central Hospital Collective Agreement.
 - ii) It is understood and agreed that the arrangement is for a trial period of three (3) months for the full-time employee originating the request. Once the trial period is over, the employee cannot revert to their former position except under (K) below.

- iii) Where two (2) full-time nurses 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 Central Hospital Collective Agreement.
- (j) If one of the job sharers leaves the arrangement on a permanent basis, 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 Central Hospital Collective Agreement.

(k) Discontinuation

Either party may discontinue the job sharing arrangement with sixty (60) 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.

J.4 No new job sharing requests will be granted on any unit once any notice of layoff has been provided to the Union until the notice period has expired.

ARTICLE K - DIALYSIS UNIT SCHEDULING

K.1 Nurses who were hired or scheduled specifically for the Renfrew Victoria Hospital Dialysis Unit and are required by the employer to work in any of the Satellite Units will be paid mileage at the current ONA rate.

Nurses who were hired or scheduled specifically for the Barry's Bay Satellite Unit and are required by the employer to work in any of the other units will be paid mileage at the current ONA rate.

All new hires for the Dialysis Unit may be scheduled at two (2) of the three (3) Dialysis Unit sites of Renfrew, Pembroke or Barry's Bay, and their letter of hire will reflect the designated sites. Nurses will be entitled to mileage when required by the Employer to work at the third site not stipulated in their letter of hire. In such cases, mileage will be paid from

the nurse's primary site to the third site, or the nurse's home to the third site, whichever is the lesser of the two.

A nurse who makes themselves available for additional tours in any of the sites will not be entitled to mileage as stated above.

ARTICLE L - STANDBY

- L.1 (a) The Hospital will notify the Bargaining Unit President or designate prior to initiating new or changes to existing requirements.
 - (b) Scheduled standby assignments will be distributed equitably amongst the employees in any unit utilizing standby. Managers will make the determination when new nurses are able to assume standby.
- L.2 Standby assignments shall be posted at the same time as the schedule is posted.
- L.3 Standby assignments on the weekend will be considered as part of a nurses' weekend commitment.
- L.4 Employees scheduled for standby shall be offered a beeper/cell phone as required.
- L.5 The Hospital will make room/space available for the nurses(s) scheduled for standby. Nurses that are remaining in the Hospital will report their location in the Hospital when on standby, to the Nursing Coordinator or designate.
- L.6 Notice will be provided to a nurse to change standby assignment/schedules as per Article 14.
- L.7 Where a nurse has been called in from standby and worked the hours after 2400 hours, such nurse will have the option to be provided with a minimum number of eight (8) hours or as mutually agreed otherwise, of time free from work.

Note: The Parties agree that there are other Units currently working Standby that do not comply with the above provisions. The Hospital agrees to provide the Union with a list of areas that require standby assignments, and the parties will outline specific parameters for standby assignments for those units in a letter of understanding to be appended to the Collective Agreement.

ARTICLE M - BANKED TIME - FULL-TIME/PART-TIME

- M.1 (a) Where a nurse has worked and accumulated approved hours for which the nurse is entitled to be paid premium pay (other than hours relating to working on paid holidays) such nurse shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable premium rate (i.e. where the applicable rate is time and one-half (1 ½). Nurses cannot accumulate more than seventy-five (75) hours of time off in banked overtime. When a nurse has already accumulated the maximum seventy-five (75) hours, should the nurse be required to work overtime, such overtime hours will automatically be paid.
 - (b) When using banked time, such time off shall be arranged in advance with the Hospital and may be taken concurrently with scheduled weekends off, vacation or at a mutually agreeable time. Banked time must be taken within sixty (60) days following the shift giving rise to the banked time or payment will be made.

ARTICLE N - REASSIGNMENT

N.1 In accordance with Article 10.08(a) the parties agree to implement the following principles for single shift reassignment.

When it is necessary to reassign staff from one unit to another, the reassignment will occur bearing in mind the following principles as outlined below:

- (a) Patient care requirements are the first priority
- (b) Nurses who were hired into a float position; then,
- (c) Volunteers; then,
- (d) The least senior nurse that is qualified on any Unit as determined by the Manager or designate regardless of the nurse's status.
- (e) A Nurse that has not completed their probationary period as per Article 10 will not be reassigned.

The decision to reassign a nurse rests with the clinical manager or their delegate.

N.2 Patient Transfer

In the event that a nurse is required to accompany a patient on a transfer, the least senior, qualified nurse as determined by the Manager or designate will accompany the patient.

ARTICLE O – PAID HOLIDAYS

O.1 The Hospital recognizes the following as paid holidays:

New Year's Day
Family Day
Good Friday
Victoria Day
2nd Friday in June
Canada Day
Civic Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

- O.2 Full-time entitlement to lieu days occurs:
 - When required to work on a paid holiday.
 - When a scheduled day off falls on a paid holiday.
 - When a paid holiday falls within a nurse's vacation period.

Lieu days off are to be arranged in advance with the Hospital and may be taken concurrently with scheduled weekends off, vacation or at a mutually agreeable time. Paid holidays may be accumulated but no more than three (3) paid holidays may be taken at one time. All such lieu days shall be taken in the fiscal year in which the Holiday occurs unless the paid holiday falls within the last forty-five (45) days of the fiscal year.

The lieu day may be taken within forty-five (45) days on either side of the paid holiday.

Should a nurse terminate their employment, credits taken but not earned will be deducted from their final paycheque.

ARTICLE P – VACATION

P.1 Vacation Requests

- (a) Vacation Request Forms will be provided to each nurse by February 1st and September 1st for the vacation year of April 1st to March 31st of the following year. It is understood that the vacation request form will be used only for vacation requests and for both of the vacation periods as described below.
- (b) A nurse shall submit their vacation request in writing for the vacation period of May 1st to November 30th on or before March 1st and for the vacation period of December 1st to April 30th (excluding the Christmas/New Year's period) of the following year on or before October 1st of each year.

- (c) The Employer will provide nurses with a response to requests submitted on or before March 1st by April 1st, and requests submitted on or before October 1st by November 1st.
- (d) Vacation requests submitted within the vacation submission deadline dates of March 1st and October 1st will be granted based on seniority with periods of one (1) or more weeks receiving priority over lesser periods. A week is defined as a seven (7) consecutive day period identified by the nurse on their vacation request.

Vacation requests submitted outside of the vacation submission deadline dates will be considered on a first-come first-serve basis.

- (e) Previously approved vacation will not be rescinded based on requests submitted after the vacation submission deadline dates.
- P.2 At any point in time, nurses will be permitted to have a maximum of one year's vacation entitlement in their bank. Should the nurse's vacation bank exceed this amount, the nurse will meet with the unit manager to develop a plan to schedule the outstanding vacation.
- P.3 Nurses may take a maximum of three (3) weeks of vacation over the summer vacation months defined as June 15th to August 31st.
- P.4 (a) Full-time nurses may request individual vacation days off. Requests will not be unreasonably denied.
 - (b) Regular part-time nurses (including Part-time Type 2) may request in writing up to a maximum of thirty-seven point five (37.5) hours off as single days of vacation. This will use one week from their vacation entitlement. Only one weekend can be taken off using single vacation days. If the part-time nurse requests any additional single days off, their vacation entitlement will be reduced by one (1) week.
- P.5 Payment for part-time nurses' vacation shall be made by the Hospital on the second (2nd) pay period of the month as follows:
 - (a) Mid-January applicable % of gross earnings from the preceding July 1st to December 31st.
 - (b) Mid-July applicable % of gross earnings from preceding January 1st to June 30th.
- P.6 If a nurse requests in writing to cancel her vacation three (3) weeks in advance of when the schedule is posted that covers such vacation, their request shall not be unreasonably denied. If the nurse's request is not received three (3) weeks in advance of the posted schedule, then the nurse's vacation will not be cancelled.

Once schedules are posted, if a nurse no longer desires their requested approved vacation, they may make themselves available to pick up shifts. Such nurses will be offered shifts only after all other part-time and casual nurses have been offered shifts up to full-time hours.

ARTICLE Q – GENERAL

Q.1 The Seniority Lists will be made available to staff by providing electronic copies to the Union and Department Heads/Managers by January 31st and July 31st of each year. The Seniority List will include the full pay period completed prior to the submission dates.

The Seniority List for both Full-time and Part-time will be provided electronically to ONA members.

- Q.2 Where any provision of this agreement or any practice thereunder is at any time contrary to law, this agreement is not to be deemed to be abrogated, but is to be deemed to be amended so as to make the provisions of this agreement conform to the law.
- Q.3 All correspondence arising out of or incidental to this Collective Agreement shall be exchanged between the Administrator of the Hospital or designate and the Bargaining Unit President and copied to the Labour Relations Officer unless as otherwise specified herein.
- Q.4 The Hospital shall provide bulletin board space for the purpose of posting Association notices. All such notices other than notices of meetings must be jointly approved by the Bargaining Unit President or designate and the Administrator or designate. Such notices may also be placed on nursing units or in other places readily accessible to staff nurses.

Q.5 <u>Compensation</u>

Electronic pay stubs will be available via internet to nurses on a biweekly basis no later than Thursday, prior to the pay date.

A nurse shall complete a Payroll Discrepancy Form. This form will be used to report any error in calculation of compensation as soon as possible to the nursing office secretary. Such form will be available on the RVH intranet, as well as in the Nursing Office.

i) If the amount owed is greater than one hundred (\$100.00) dollars, the nurse will indicate on the Payroll Discrepancy Form whether it can be paid in the next pay period, or whether it is to be paid within three (3) business days of the time the error is reported.

ii) Any amount less than one hundred (\$100.00) dollars will be paid in the next pay period.

Q.6 <u>Definitions</u>

- (a) Wherever the word "Supervisor" is used in this agreement, it shall be considered as meaning the first supervisory level excluded from the Bargaining Unit.
- (b) Where used in this agreement "Administrator" shall mean the Administrator of the Hospital or designate.
- (c) Where used in this agreement the terms "days", "weeks", "months", and "years" shall be in accordance with the calendar designation.

Q.7 Reporting of Illness

For each occasion of illness the nurse shall be required to report such illness as soon as reasonably possible but no later than two (2) hours prior to the commencement of the scheduled shift in accordance with Hospital procedures.

Any nurse who has been absent due to illness shall further be required to report their intention to return to work, naming a specific date before they actually return. A nurse who fails to report an illness shall be considered absent without leave.

Q.8 Vacancies

Full-time and Part-time nurses may be considered for temporary full-time vacancies as per Article 10.07(d) of the Central Hospital Agreement.

Q.9 The Employer will pay the Bargaining Unit President or designate at their regular rate of pay or applicable overtime rate for any hours in excess of thirty-seven point five (37.5) hours per week for all time spent at the request of the employer in attending meetings outside their regularly scheduled hours.

Q.10 Mentorship Assignment

Nurses who wish to be considered for a Mentorship Assignment will indicate such interest in writing to the Unit Manager, including a resume. When the Employer, Nurse or Union identifies a mentorship request, the Employer and the Union will meet to discuss the request and any subsequent plan if applicable. A copy of any mentorship plan will be provided to the Bargaining Unit President.

The Employer will contact the selected mentor to review the expectations of the mentorship process as well as the period of time mentorship will be in effect.

Assigned mentors will be paid as per Article 9 of the Central Hospital Collective Agreement.

Q.11 <u>Job Posting</u>

The Employer will post the name of the successful candidate for an Ontario Nurses' Association job posting and make every effort to notify unsuccessful candidates prior to posting that name. Successful applicants' information will be provided as per the Article 10 of the Collective Agreement.

Q.12 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) of the Central Hospital Collective Agreement, will provide advance payment of the cost of the benefits through post-dated cheques provided on a yearly basis.

Q.13 Part-time Benefits

The Employer agrees to provide part-time nurses with the option of voluntary participation in the following group health and welfare benefit programs as set out in Article 17 of the Central Hospital Collective Agreement: Extended Health Care Benefits Plan; Semi-Private Plan; and, Dental Plan. It is understood and agreed that part-time nurses who participate will assume 100% of the monthly premiums. It is further understood that such participation will be in accordance with the Employer's existing health benefits carrier.

Any part-time nurse who wishes to participate in the above plans will provide payment of the benefits through a pre-authorized withdrawal process (i.e. payroll deduction).

ARTICLE R - PREPAID LEAVE OF ABSENCE

R.1 Two (2) nurses within the organization may be absent at one time on a prepaid leave of absence.

ARTICLE S - WORK RELATED INJURY OR ILLNESS

S.1 (a) The Hospital will notify the Bargaining Unit President or designate of the names of all nurses who go off work due to a work related injury or when a nurse goes on LTD.

- (b) The Hospital agrees to provide the employee with a copy of the Workplace Safety & Insurance Board Form 7 at the same time as it is sent to the Board.
- (c) The Hospital will provide, to the Union, a monthly list of all nurses on modified work programs at the beginning of each month.
- S.2 When it has been medically determined that an employee is unable to return to the full duties of their position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
- S.3 The Hospital and the Union recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating employees who have been ill, injured or permanently disabled, to enable their early and safe return to work where possible.

When it has been medically determined that a nurse is ready to return to work, the Hospital and the Union will meet with the affected nurse and the manager to discuss a return-to-work plan.

Prior to any employee returning to work on modified work, the Hospital will notify and meet with the employee to discuss the circumstances surrounding the employee's return to work. In all instances, the employee will be provided Union representation by the Bargaining Unit President or designate.

ARTICLE T - VIOLENCE PREVENTION AND CONTROL

- T.1 The parties recognize that Nurses may be exposed to unwanted behaviour from others in the workplace and that such behaviour may result in injury and/or emotional distress.
- T.2 Any Nurse who believes that they have been exposed to unwanted behaviour in the workplace shall report this in writing to the immediate supervisor who will investigate the situation and take steps to rectify it within their scope of authority and responsibility.
- T.3 The Hospital, with the Nurse's consent, will inform the Association within three (3) days of any Nurse who has been assaulted while performing their work. Such information shall be submitted in writing to the Association as soon as possible.
- T.4 The Hospital will consider requests for reimbursement for damages incurred to the Nurse's personal property such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while

performing their work. The Nurse will endeavour to present a claim for such expenses to the Employer within seven (7) days after the event.

- T.5 The Hospital will consider the need for critical incident stress debriefing and post traumatic counselling for Nurses who have suffered and/or been exposed to workplace violence. Leave required by the Employer to attend debriefing sessions will be without loss of pay.
- T.6 The Hospital agrees to continue its development and implementation of explicit policies and procedures to deal with such situations and shall submit such policies to the Joint Health and Safety Committee for review.
- T.7 The parties agree that the Joint Health and Safety Committee shall concern itself with matters relating to violence. Written reports from staff and follow-up investigations will be brought to each meeting of the Joint Health and Safety Committee. The reporting Nurse may choose to have their name remain confidential.

<u>ARTICLE U – TRAVEL ACCIDENT COVERAGE</u>

U.1 The employer's travel accident policy coverage (Healthcare Insurance Reciprocal of Canada) will cover all ONA employees for insurance benefits who travel on employer business and are in receipt of wages and benefits from the employer.

Such coverage will continue should the employer change its policy or carrier.

ARTICLE V - REGIONAL ASSAULT CARE PROGRAM

- V.1 The parties hereby agree to the following guidelines regarding registered nurses employed in the Renfrew Victoria Hospital, Regional Assault Care Program.
 - (a) For those nurses employed by Renfrew Victoria Hospital Regional Assault Care Program, standby pay will be paid as per the provisions under Article 14.07 of the Central Hospital Collective Agreement.
 - (b) Call-back pay will be paid as per the provisions under Article 14.06 of the Central Hospital Collective Agreement. Notwithstanding this, if a nurse provides only telephone counselling which lasts for less than one (1) hour, then they will be paid double (2x) their regular straight time hourly rate with a minimum guarantee of one (1) hours' pay. If such telephone counselling is provided for more than one (1) hour, then they will be paid double (2x) time their regular

- straight time hourly rate for all hours with a minimum guarantee of four (4) hours' pay.
- (c) The Hospital will pay transportation costs as per the Central Hospital Collective Agreement.
- (d) Shift premium and weekend premium will be paid to nurses who are called back, for worked hours, as per the Central Hospital Collective Agreement.
- (e) Vacation pay will be calculated as per the Central Hospital Collective Agreement.
- (f) A percentage in lieu of fringe benefits will be paid for worked hours only as per of the Central Hospital Collective Agreement.
- (g) On a monthly basis, for nurses who have stand-by hours only, the Hospital will deduct central ONA dues for "Standby" as well as the local levy. A nurse who has "worked hours" during the month (i.e., including orientation, education, etc.), will pay regular monthly Association dues and the local levy.
- (h) Seniority for part-time nurses shall accumulate based only upon hours worked as per the Central Hospital Collective Agreement.
- (i) It will be each team member's responsibility to forward their availability for the next month by the 15th of each month.
- (j) The Program Manager or designate will schedule on-call coverage equitably by the 15th of each month. Nurses in the Regional Assault Care Program are required to work a minimum of one hundred twenty-eight (128) on-call hours per month in order to maintain their competency in this low volume specialty.
- (k) Nurses working a scheduled shift at RVH or at a facility other than RVH will not be eligible to take "on-call" during that same time, with the exception of nurses working scheduled shifts with the Regional Assault Care Program.
- (I) Nurses are required to participate in education sessions that are deemed mandatory. Should there be a conflict that prevents the nurse from attending such education, the nurse will contact the Program Manager or designate as soon as possible to arrange a make-up date for the education session.
- (m) Nurses will receive the corporate rate for mileage when called back to work.

LETTER OF UNDERSTANDING

Re: Weekend Worker Position

A Weekend Worker Position may be created by mutual agreement of the Employer and the Union.

All newly created Weekend Worker Positions will be posted in accordance with the Central Hospital Collective Agreement.

Any full-time nurse(s) who wishes to work a Weekend Worker Schedule may express interest to the Vice President of Patient Care Services. The parties will meet to discuss such request(s) and the circumstances related to the implementation of the weekend worker position including the effects on the schedule for both full-time and part-time nurses.

For each weekend worker position that is created, a separate letter of understanding will be signed by the participating nurse, the Union and the Hospital.

Any shifts created as a result of incidental coverage will be available to the part-time staff in accordance with the Collective Agreement.

For the purposes of vacation scheduling, the Weekend Worker will not be included in the Unit Vacation Planner.

If the Weekend Worker leaves the position on a permanent basis, and there are other full-time nurses in that Unit that have requested a weekend worker position, the nurse may request the position. If there are no interested full-time nurses on that Unit, the position will be posted as per the Central Hospital Collective Agreement unless the parties provide notice to discontinue the position.

Either party may discontinue the weekend worker position with sixty (60) days' written 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.

LETTER OF UNDERSTANDING

Re: Start / Stop Times in the Surgical Program / Oncology

As per Article E of the local appendix, the parties recognize that the Operating Room (OR), Recovery Room (RR), Surgical Daycare unit, and Oncology unit have adjusted their hours of work to reflect patient care needs.

The start and stop times for nurses working in the OR/RR/Oncology units are 07:30 and 15:30; as well as 09:00 and 17:00 and, the start and stop times for nurses working in Surgical Daycare program are 07:00 and 15:00.

Due to scheduling needs and the number of staff working in these programs, the parties agree that the number of consecutive hours off work between shifts may be fifteen point five (15.5) hours. The parties agree that this will not trigger premium pay.

The list of affected nurses will be maintained in the Nursing Office and provided to the Bargaining Unit President.

LETTER OF UNDERSTANDING

Re: Alternate Start / Stop Times

The parties acknowledge that there are Units that have adjusted their hours of work to accommodate patient care.

As per Article E.2 of the local Collective Agreement, the following Units have alternate start and stop times:

- Emergency Department:
 - o 09:30 to 17:30;
 - o 10:00 to 18:00;
 - o 11:30 to 19:30;
- Dialysis Unit
 - o 06:30 to 14:30;
 - o 06:30 to 18:30;
 - o 10:30 to 18:30:
 - o 10:30 to 22:30;
 - o 14:30 to 22:30
- O.R./Recovery/Surgical Daycare Unit
 - o 07:00 to 15:00
 - o 09:00 to 17:00
- Assault Response Team
 - o 08:30 to 16:30

LETTER OF UNDERSTANDING

Re: Innovative Unit Schedule Mixed Tours Schedule - 8 and 12 Hour Tours

In accordance with Article 13.03, the parties hereto understand and agree to the following regarding the continuation of the Innovative Unit Schedule for the Emergency Department, Medicine/Surgery Unit, Special Care Unit (Intensive care), Dialysis, and Continuing Care Units, whereby staff are regularly scheduled to work a combination of eight (8) and twelve (12) hour tours Inclusive of an unpaid meal period:

- 1. The provisions under Articles E (Scheduling Relations) and J.2 (Extended Tours) will apply to mixed tour schedules except where amended by this agreement.
- 2. It is understood that Articles E.7 and J.2(d)(iii) continue to apply as applicable except where the nurse transitions from an eight (8) hour tour J.2(d)(iii), in which case J.2(d) will apply.
- 3. Staff working extended tours will be entitled to the evening and night shift premiums for periods Identified in Articles E.15 and Article E.14.
- 4. Staff will not be scheduled to work consecutive tours comprised of both eight (8) and twelve (12) hour tours exceeding forty-five (45) hours. Nurses will receive premium pay for all hours worked on subsequent consecutive tours beyond this limit. Premium pay shall not apply to excess tours that are a result of an exchange of shifts with another nurse. For greater certainty, it is understood that the limits on consecutive eight (8) and twelve (12) hour tours in Articles E.3 and J.2(d)(ii) will apply where the consecutive tours are comprised solely of eight (8) or twelve (12) hour tours.
- 5. The Introduction and discontinuation of mixed tour schedules will be in accordance with Article J.2.
- 6. This agreement is without prejudice and precedent to any future and/or similar matter.

LETTER OF UNDERSTANDING

Re: Day/2 Night (2D/2N) Rotations

The parties agree to establish a working group to discuss the development of a Letter of Understanding to support the potential implementation of 2D/2N rotations.

The working group will consist of up to five (5) representatives from both the Union and the Employer. Representation from the Union will include the Bargaining Unit President, ONA Labour Relations Officer, and up to three (3) members from different units in the Hospital.

The parties will meet within six (6) months of the effective date of the renewal of the Collective Agreement.

LETTER OF UNDERSTANDING

Re: Article P.1 Vacation Request

The parties agree to meet and discuss the implementation of dividing the vacation year into three (3) periods on a trial basis. The table below identifies these periods and the deadline for staff to submit their requests for vacation, and for the Hospital to approve or

deny the vacation as requested.

Vacation Period	Submission Deadline	Approval/Denial Deadline
June 15 th – August 31 st	March 1 st	March 31st
September 1st – January 31st	July 1 st	July 31st
February 1st – June 14th	November 1st	December 5 th

Implementation of the trial will be outlined in a separate Letter of Understanding and appended to this collective agreement.

LETTER OF UNDERSTANDING

Re: Article I.1 Christmas and New Years Scheduling

The parties agree to meet and discuss the implementation of a one (1) year trial period for 2023/2024 whereby the Hospital may waive all scheduling/staffing requirements between December 15 and January 15 in order to allow the Hospital to develop a schedule that allows all nurses to receive five (5) consecutive days off at either Christmas or New Years.

Implementation of the trial will be outlined in a separate Letter of Understanding and appended to this collective agreement.

29 th	DAY OF	September	2023.
		FOR THE U	NION:
		Sharleen Co	
		<u>Jeannette Lir</u>	ngley
		Tammey Jes	sup
		Patty Gravell	e
		Shelley Eiser	<u>1</u>
	29 th	29 th DAY OF	Sharleen Co Labour Relat Jeannette Lin Tammey Jes