

**COLLECTIVE AGREEMENT**

Between:

**ROSS MEMORIAL HOSPITAL, LINDSAY**  
(hereinafter referred to as the "Employer")

And:

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

**FULL-TIME & PART-TIME**

Expiry date: March 31, 2025

**ROSS MEMORIAL HOSPITAL, LINDSAY**

**and**

**ONTARIO NURSES' ASSOCIATION**

**Appendix 3 - Salary Schedule**

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## APPENDIX 3

ROSS MEMORIAL HOSPITAL  
SALARY SCHEDULE

<b>Classification April 1, 2022</b>	<b>Start</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>
Assistant Head Nurse	\$37.70	\$37.86	\$38.49	\$40.41	\$42.28	\$44.54	\$46.53	\$48.92	\$51.31
Clinical Resource Nurse	\$37.70	\$37.86	\$38.49	\$40.41	\$42.28	\$44.54	\$46.53	\$48.92	\$51.31
Coordinator Clinical Education	\$38.62	\$39.44	\$40.52	\$41.58	\$43.39	\$44.60	\$47.95	\$49.58	\$54.27
Infection Control Practitioner	\$35.52	\$35.69	\$36.28	\$38.07	\$39.87	\$42.12	\$44.39	\$46.65	\$50.85
Registered Nurse	\$35.52	\$35.69	\$36.28	\$38.07	\$39.87	\$42.12	\$44.39	\$46.65	\$50.85
Nurse Practitioner	\$58.41	\$59.58	\$60.77	\$61.98	\$63.21	\$64.48	\$65.77	\$67.08	\$69.79
Registered Nurse – First Assistant	\$45.97	\$47.58	\$49.21	\$51.22	\$53.29	\$55.78			\$56.92

<b>Classification April 1, 2023</b>	<b>Start</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>
Assistant Head Nurse	\$40.26	\$41.24	\$42.29	\$44.21	\$46.15	\$48.33	\$50.29	\$52.83	\$54.86
Clinical Resource Nurse	\$40.26	\$41.24	\$42.29	\$44.21	\$46.15	\$48.33	\$50.29	\$52.83	\$54.86
Coordinator Clinical Education	\$41.24	\$42.97	\$44.52	\$45.49	\$47.36	\$48.39	\$51.83	\$53.54	\$58.03
Infection Control Practitioner	\$37.93	\$38.88	\$39.86	\$41.65	\$43.52	\$45.70	\$47.98	\$50.38	\$54.37
Registered Nurse	\$37.93	\$38.88	\$39.86	\$41.65	\$43.52	\$45.70	\$47.98	\$50.38	\$54.37
Nurse Practitioner	\$62.37	\$64.91	\$66.77	\$67.81	\$69.00	\$69.96	\$71.09	\$72.44	\$74.62
Registered Nurse – First Assistant	\$49.09	\$51.83	\$54.07	\$56.04	\$58.17	\$60.52			\$60.86

<b>Classification April 1, 2024</b>	<b>Start</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>
Assistant Head Nurse	\$41.47	\$42.48	\$43.56	\$45.54	\$47.54	\$49.78	\$51.80	\$54.41	\$56.50
Clinical Resource Nurse	\$41.47	\$42.48	\$43.56	\$45.54	\$47.54	\$49.78	\$51.80	\$54.41	\$56.50
Coordinator Clinical Education	\$42.48	\$44.26	\$45.86	\$46.86	\$48.79	\$49.84	\$53.39	\$55.14	\$59.77
Infection Control Practitioner	\$39.07	\$40.05	\$41.06	\$42.90	\$44.83	\$47.07	\$49.42	\$51.89	\$56.00

Registered Nurse	\$39.07	\$40.05	\$41.06	\$42.90	\$44.83	\$47.07	\$49.42	\$51.89	\$56.00
Nurse Practitioner	\$64.24	\$66.86	\$68.78	\$69.85	\$71.08	\$72.06	\$73.22	\$74.61	\$76.86
Registered Nurse – First Assistant	\$50.57	\$53.39	\$55.70	\$57.72	\$59.92	\$62.33			\$62.68

## APPENDIX 4

### **SUPERIOR CONDITIONS**

Previously existing conditions retained as provided for in the O'Shea interest arbitration award dated October 23, 1981 include the following:

(Previous)

#### **ARTICLE 23 - SICK LEAVE**

Clauses 23.01 and 23.05 as they apply to -

(Current)

#### **ARTICLE 12 - SICK LEAVE AND LONG TERM DISABILITY**

##### 12.03(b) Provisions and Qualifications

1. Maximum accumulation 120 days as of effective date of transfer to HOODIP.
2. After 10 or more years of continuous service.
3. 50% of any unused sick leave days to a maximum of 45 days.

(Previous)

#### **ARTICLE 19 - LEAVE OF ABSENCE WITH PAY - VACATION**

Clause 19.01 (a) (iv) - as it applies to - (Current)

#### **ARTICLE 16 - VACATIONS**

16.01(Note) Nurses who were employed as of October 23, 1981 are entitled to vacation on the following basis:

More than fifteen (15) years of continuous service - five (5) weeks.

(Previous)

#### **ARTICLE 21 - COMPENSATION - FULL-TIME NURSES**

##### 21.01 Responsibility Allowance

(b) - as it applies to -

(Current)

**ARTICLE 19 - COMPENSATION**19.09      Education Allowance

The Hospital agrees to pay the following educational allowances when in the judgement of the Hospital the position of the nurse requires the educational qualifications set out below:

- |       |   |                  |
|-------|---|------------------|
| (i)   | Nursing Unit Administration Course                          | - \$15.00/month  |
| (ii)  | Six (6) months Post-Graduate Course in any specialized area | - \$15.00/month  |
| (iii) | One (1) year of University                                  | - \$40.00/month  |
| (iv)  | Baccalaureate Degree  | - \$80.00/month  |
| (v)   | Masters Degree  | - \$120.00/month |

**APPENDIX 5**

**LOCAL ISSUES**

**ARTICLE A - RECOGNITION AND DEFINITIONS**

- A – 1        The Hospital recognizes the Association as the sole and exclusive bargaining agent for all Registered Nurses and Nurses with a Temporary Certificate employed by the Ross Memorial Hospital in Lindsay engaged in a nursing capacity, save and except Unit Manager and persons above the rank of Unit Manager.
- A – 2        The word "nurses" when used in this Agreement shall mean persons included in the above-described bargaining unit.
- A – 3        "Supervisor" or "Immediate Supervisor", when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

**ARTICLE B - MANAGEMENT RIGHTS**

- B – 1        The Union recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:
- (a)        Maintain order, discipline and efficiency;
  - (b)        hire, assign, retire, direct, promote, demote, classify, transfer, lay-off, recall, and discharge, suspend, or otherwise discipline nurses, provided that a claim of discharge, suspension, or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c)        determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service;
  - (d)        generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures, and equipment in connection therewith;



(e) discuss with the Union, make, enforce, and alter from time to time reasonable rules and regulations to be observed by the nurses which are not inconsistent with the provisions of this Agreement.

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

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

#### **C – 1 Union Representatives**

The Hospital will recognize a union representative from each unit in the hospital to a maximum of twelve (12).

#### **Part-time:**

In addition the Hospital will recognize two (2) part-time union representatives. It is further agreed that the Employer acknowledges the right of the Union to have part-time Union representatives on each Committee provided for in Article C.

#### **C – 2 Negotiating Committee**

The Hospital shall recognize a Negotiating Committee of four (4) Union members where possible the committee will have representatives of both full-time and part-time nurses, providing there are no more than two (2) on leave from any one (1) nursing area at one time.

During each round of negotiations, the Negotiating Committee members shall complete their last tour no later than fifteen hundred (1500) hours on the day preceding negotiations. Members of the Negotiating Committee shall not be scheduled to work before 0700 the day following negotiations. A full-time nurse shall not suffer a loss of tours as a result of being a member of the Negotiating Committee. This may result in the adjustment of the Master Rotation during this time period.

#### **C – 3 Grievance Committee**

The Hospital will recognize a Grievance Committee of three (3) nurses to attend a grievance meeting.

#### **C – 4 Hospital-Association Committee**

The composition of the said committee shall consist of up to five (5) nurses, including the Bargaining Unit President, who shall be appointed to act on behalf of the local Union and the Grievance Chairperson. The number of Hospital representatives on the committee shall not exceed the

number of union representatives. Each party may have alternates to replace a member from time to time.

C – 5 Professional Development Committee

The composition of said committee shall include four (4) representatives of the Hospital including the Chief Nursing Officer or designate and a Human Resources representative. There shall be four (4) representatives from the Union including the Bargaining Unit President.

The terms of reference shall be determined by the representatives. The parties agree that the Hospital - Association Committee will continue to discuss issues that will eventually transfer to this committee in the interim.

C – 6 Scheduling Committee

The parties agree to maintain a Scheduling Committee comprised of both Hospital and Union. The purpose of the Scheduling Committee is to discuss scheduling as it relates to recruitment and retention initiatives. The committee will meet as needed.

C – 7 Local Co-ordinator Leave

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

C – 8 The Hospital will pay the Bargaining Unit President or designate her/his regular straight time hourly rate for all time spent attending meetings with the Hospital outside his/her regularly scheduled hours when the Hospital specifically requests her/his attendance. There will be a minimum guarantee of four (4) hours payment.

**ARTICLE D - UNION SECURITY**

D – 1 The interview period as provided for in Article 5.06 will be scheduled during a nurse's orientation period. The Hospital shall provide the Bargaining Unit President with annual schedule of orientation dates in advance. The list of ONA members attending will be available upon request from the Human Resources Department.

D – 2 The Hospital will ensure that when a nurse works at anytime within a calendar month, or receives any type of payment from the Hospital within a calendar month, Union dues will be deducted for that month or brought forward into the following month depending on the ending date of the pay period.

## **ARTICLE E - HOURS OF WORK – SCHEDULING**

E – 1 The rest periods as provided for in Article 13.01 (b) will be scheduled by the Hospital during each tour.

E – 2 The first (1<sup>st</sup>) tour of the day shall be the Day tour.

E – 3 Scheduling Provisions for Shifts other than 10 and 12 hour Shifts

When the following scheduling provisions are not met the nurse shall be paid premium payment in accordance with Article 14.03, excepting E - 3 (b), (f), and as per Article E-6 (d) Full time and Part time permits.

(a) Full-Time: At least one (1) weekend off in two (2).

Part-Time: At least one (1) weekend off in three (3).

(b) Schedules will be posted no less than twenty-eight (28) days in advance, and shall cover a twenty- eight (28) day period. The Employer shall endeavour to have schedules complete at the time of posting. Nurses may request time off, by submitting their request electronically, one (1) week in advance, prior to the schedule being posted. The Hospital shall post the schedule covering the Christmas and New Year's period on or before November 15th of each year. The Hospital will endeavour to provide the Bargaining Unit President with a copy of the schedule covering the Christmas and New Year's period, no later than November 1<sup>st</sup> to review prior to posting.

(c) No split shifts.

(d) A Full-time nurse will be scheduled off at least six (6) days in any three (3) week period, including at least two (2) periods of two (2) consecutive days.

(e) A nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's season except in areas which are not normally required to work on weekends and paid holidays.

Time off at Christmas shall include Christmas Eve evening, Christmas Day and Boxing Day i.e. until 0700 on December 27. New Year's shall include New Year's Eve evening and New Year's Day i.e. until 0700 on January 2.

For clarity, failure to provide five (5) days off will result in premium pay. Such premium payment will not be required where the nurse requests to waive the five (5) consecutive days.

The Hospital will endeavour to schedule the nurse(s) to work alternate Christmas and New Year's each year on a Hospital wide basis, subject to the individual Unit's requirements.

In the event that the schedule can accommodate one or more nurses having both Christmas and New Year's off, requests shall be determined by seniority. This will be offered on a rotating basis annually, equitably by opportunity.

Shift preference for work over Christmas and New Year's shall be submitted to the Unit Director by September 15<sup>th</sup> and will be posted on or before November 15<sup>th</sup> and accommodated based on seniority subject to the operational requirements of the unit.

- (f) The scheduling provision E - 5 will be waived during the period from December 15<sup>th</sup> to January 10<sup>th</sup>, where necessary to accommodate the special arrangement for Christmas and New Year's time off.
- (g) Nurses will not normally be scheduled to work more than seven (7) consecutive days unless mutually agreed upon.
- (h) No less than two (2) consecutive tours shall be scheduled off between tour changes.
- (i) Subject to the Hospital's approval, once a schedule has been posted per the rotational planner, nurses may be allowed to exchange days off or scheduled tours on their own, provided that such a request is submitted in a manner determined by the Employer to the Hospital in advance of the change, and mutually accepted by the nurses involved in the change.

(j) Full-Time:

No less than nine (9) consecutive shifts off shall be scheduled when a nurse finishes a period of night duty, and returns on a shift other than nights.

Part-Time:

A part-time nurse shall be scheduled a minimum of two (2) consecutive night shifts followed by no less than six (6) consecutive shifts off. This provision does not apply to nurses who work the extended tour schedule. This provision does not apply to nurses who work a single night tour.

- (k) Any of the above provisions may be waived by mutual agreement between a nurse or a group of nurses, the Local Union, the Hospital and the Labour Relations Officer, where it is necessary to do so to allow alternate scheduling.
- (l) Proposed changes to current unit schedules will be developed jointly by the Unit Manager/Supervisor and Centralized Scheduling. Input from the Nursing staff on the Unit will be considered where possible. The proposed new schedule will be submitted to the Hospital-Association Committee for review prior to implementation. The Parties agree where more than one new schedule is proposed and meets the staffing requirements of the unit and been approved by the Manager, that members have the right to vote on their preferred schedule and majority of those voting will rule, except for that covered under Article 13 of the Collective Agreement.

E – 4

Part-Time Commitment

In return for the Hospital's commitment to schedule according to the regulations in article E, a regular part-time nurse will make a commitment to the posted schedule in each nursing unit, in accordance with Articles 2.05 and E-4 of the Collective Agreement. For the purpose of scheduling, each nursing unit shall be recognized as a separate department. A regular part-time nurse must meet the commitment as outlined below on a regular basis.

(a) Part Time Category "A"

A regular part time "A" employee is defined as one who has indicated his/her ability to meet the following conditions:

- i) to be available to work, if required, seventy-five (75) hours in a four (4) week period;
- ii) to be available to work weekends, if required, as per Article E-3 and E-9;
- iii) to regularly rotate on at least two (2) shifts if required;

- iv) to be available to work if required December 24<sup>th</sup>, December 25<sup>th</sup> and December 26<sup>th</sup> or December 31<sup>st</sup> and January 1<sup>st</sup>;
- v) To be available to work, if required, fifty-two (52) weeks per year minus their individual vacation entitlement.

(b) Part Time Category "B"

A regular part time "B" employee is defined as one who has indicated his/her ability to meet the following conditions:

- i) to be available to work, if required, twenty-two and a half (22.5) hours in a four (4) week period;
- ii) to be available to work, if required one (1) weekend in four (4),
- iii) to regularly rotate on at least two (2) shifts if required;
- iv) to be available to work if required December 24<sup>th</sup>, December 25<sup>th</sup> and December 26<sup>th</sup> or December 31<sup>st</sup> and January 1<sup>st</sup>,
- v) to be available to work-if required, fifty-two (52) weeks per year minus their individual vacation entitlement.

The commitment to Category "A" and "B" positions is in no way a guarantee of hours on the part of the Employer, nor a restriction on the part-time employee from accepting additional hours beyond their commitment.

An employee may request a transfer from Category "A" to Category "B" at any time during the year. Such requests will be in writing and subject to the Director's approval based on unit needs. Such approval will not be unreasonably denied. No further requests will be considered for a change from Category "A" to Category "B" for a period of twelve (12) months following the date of change.

(c) Part Time Scheduling

Before Posted Schedule

- i) The Employer agrees to schedule regular part-time employee's equitably up to their commitment on the posted schedule of the unit, provided the work is available.
- ii) All category "A" employees on the unit shall be scheduled up to their committed hours before any category "B" employees on the unit are utilized.

- iii) Prior to posting, if category "A" and "B" Job Share employees on the unit have been exhausted, "casual" employees on the unit may be offered available tours on a posted schedule.

After the Schedule Has been Posted

- iv) Once the schedule has been posted, additional tours shall be offered equitably, first to the most senior regular part-time "A" employee on the unit not scheduled up to their commitment and in descending order of seniority.
- v) Once commitment for regular part-time "A" employees on the unit has been met the Employer will offer additional tours to regular part-time "B" employees on the unit equitably, first to the most senior regular part-time "B" employee not scheduled up to their commitment and in descending order of seniority.
- vi) Once commitment for regular part-time "A" and "B" employees on the unit has been met, the Employer will offer additional tours to regular part-time employees on the unit equitably and by seniority in the following manner:
- To part-time "A" employees;
  - To part-time "B" employees;
  - To job sharers;
  - To casual employees;

And subject to the following:

- A) Employees who wish to be considered for additional tours must indicate so in the manner prescribed by the Employer;
- B) A tour is deemed to be offered whenever a call is placed;
- C) It is understood that the Employer will not be required to offer tours which would result in overtime premium pay; and
- D) When a part-time employee accepts an additional tour he/she must report for that tour unless arrangements satisfactory to the Employer are made.
- (d) Provided they are qualified, employees may submit their willingness to work additional tours on more than one unit, if they do so in

accordance with hospital practice. Hours that remain available following the completion of the process above shall be offered equitably and by seniority.

(e) Overtime Hours

In the event that premium hours are available the Employer shall first offer tours equitably and by seniority in the following order;

1. Full-time (home unit)
2. Regular part-time (home unit)
3. Casual part-time (home unit)
4. Full-time (off unit)
5. Regular part-time (off unit)
6. Casual part-time (off unit)

E – 5 Definition of a Weekend

It is understood that a weekend consists of fifty-six (56) consecutive hours scheduled off work following the completion of the scheduled Friday shift until the commencement of the scheduled Monday shift.

E – 6 Full-Time:

A full-time nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a second and additional, if any, consecutive and subsequent weekends, save and except where:

- (a) Such weekend work 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 a result of exchange of shifts with another nurse.
- (d) Premium payable on weekends under this clause will be waived up to a maximum of one (1) weekend per nurse between December 15<sup>th</sup> and January 10<sup>th</sup> in order to accommodate Christmas and New Year's scheduling.

Part-Time:

A regular part-time nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third and additional, if any, consecutive and subsequent weekends, 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 a result of exchange of shifts with another nurse.
- (d) Premium payable on weekends under this clause will be waived up to a maximum of one (1) weekend per nurse between December 15<sup>th</sup> and January 10<sup>th</sup> in order to accommodate Christmas and New Year's scheduling.

E – 7 For the purposes of clarity, the normal shifts are:

Days	-	0700 hours to 1500 hours
Evenings	-	1500 hours to 2300 hours
Nights	-	2300 hours to 0700 hours.

The shift premiums, as specified in Article 14.10 of the Collective Agreement, will be paid for all time worked during the above specified times.

The weekend premiums as specified in Article 14.15 of the Collective Agreement, will be paid for all time worked during the period 2300 hours Friday and 2300 hours Sunday for normal tours and during the period 1900 hours Friday and 1900 hours Sunday for extended tours.

E – 8 A nurse may request to work:

- (a) Two (2) shifts, either days and evenings or days and nights; or
- (b) The afternoon or night shift on a permanent basis.

Such a request will not be unreasonably denied. Conflicts in requests shall be resolved in accordance with seniority.

E – 9 Extended Tours

When the following scheduling provisions are not met the nurse shall be paid premium payment in accordance with Article 14.03, excepting (f) i, ii, iii, iv, v, o, m, j, k, l.

- (a) No more than three (3) consecutive extended tours shall be scheduled unless agreed to by the nurse.
- (b) At least one (1) extended tour off will be scheduled between shifts.
- (c) A weekend is defined as a minimum of sixty (60) consecutive hours scheduled off work following the completion of the scheduled Friday shift until the commencement of the scheduled Monday shift.

- (d) The Hospital will not schedule split tours.
- (e) A nurse may not be scheduled to change tours of duty more than once during a scheduled week.
- (f) The Hospital will provide at least every second [2nd] weekend off.

If the nurse is required to work on a second consecutive and subsequent weekend, she/he will receive premium payment as defined in the central agreement for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:

- i) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - ii) Such nurse has requested weekend work; or
  - iii) Such weekend is worked as the result of an exchange with another nurse.
  - iv) Such weekend has been worked in accordance with a rotation that the Union and the Hospital have agreed to.
  - v) Premium payable on weekends under this clause will be waived up to a maximum of one (1) weekend per nurse between December 15<sup>th</sup> and January 10<sup>th</sup> in order to accommodate Christmas and New Year's scheduling.
- (g) A minimum of four (4) consecutive tours off shall be scheduled following night shifts, unless otherwise agreed. This provision does not apply to nurses who work a single night tour. The provision does not apply to returning to work on night tours.
  - (h) The Hospital will provide, no less than five (5) consecutive days off over Christmas or New Year's for each nurse. The schedule will reflect that nurses working Christmas in one (1) year will work New Year's the following year throughout the Hospital, except where specific requests to work either holiday does not affect other nurses' alternating holiday schedule. For the purpose of this Article, Christmas shall be defined as December 24<sup>th</sup> (following completion of the day shift), 25<sup>th</sup> and 26<sup>th</sup>; and New Year's as December 31<sup>st</sup> and January 1<sup>st</sup>.

Nurses working on Extended Tour units shall have the option of working normal tours over December 24<sup>th</sup> and 25<sup>th</sup>, where sufficient nurses to provide adequate coverage request to do so. The nurses

shall assist the Unit Director, who will endeavour to establish such a schedule.

Shift preferences for work over Christmas and New Year's shall be submitted to the Unit Director by September 15<sup>th</sup> and will be posted on or before November 15<sup>th</sup> and accommodated on the basis of seniority subject to the operational requirements of the unit.

- (i) A vote by secret ballot will be conducted by the Union prior to the implementation of an extended tour trial period. If sixty percent (60%) of the nurses in the unit involved indicates a desire to work extended tours, such trial period shall begin on the next schedule.
- (j) Subject to the Hospital's approval, once schedules have been posted per the rotational planner, nurses may be allowed to exchange days off or scheduled tours on their own, provided that such a request is submitted in a manner determined by the Employer to the Hospital in advance of the change, and mutually accepted by the nurses involved in the change.
- (k) Any of the above provisions may be waived by mutual agreement between a nurse or a group of nurses, the Local Union, the Hospital and the Labour Relations Officer, where it is necessary to do so to allow alternate scheduling.

- (l) Proposed changes to current unit schedules will be developed jointly by the Unit Manager/Supervisor and Central Scheduling. Input from the Nursing staff on the Unit will be considered where possible. The proposed new schedule will be submitted to the Hospital-Association Committee for review prior to implementation. The Parties agree where more than one new schedule is proposed and meets the staffing requirements of the unit and been approved by the Manager, that members have the right to vote on their preferred schedule and majority of those voting will rule, except for that covered under Article 13 of the Collective Agreement.
- (m) New schedules will be posted no less than twenty-eight (28) days in advance and shall cover a twenty-eight (28) day period. The Employer will endeavour to have schedules complete at the time of posting. Nurses may request time off, by submitting their request electronically one (1) week in advance as per rotational planner, prior to the schedule being posted. The Hospital shall post the schedule covering Christmas and New Year's period on or before November 15<sup>th</sup> of each year. The Hospital will endeavour to provide the Bargaining Unit President with a copy of the schedule covering the Christmas and New Year's period, no later than November 1<sup>st</sup>, to review prior to posting.

(n) Full-Time:

Nurses working Extended Tours requesting to use statutory lieu for a full tour off will use seven and half (7.5) hours of lieu time and required to use additional credits for the remaining hours.

- (o) i) Extended tours may be discontinued in any unit when:
- A) sixty percent (60%) of the nurses working extended tours in the unit so indicate by secret ballot; or
  - B) The Hospital states its intention to discontinue the extended tours in the schedule because of:
    - 1) Adverse effects on patient care;
    - 2) Inability to provide a workable staffing schedule;
    - 3) Any other reason which is neither unreasonable nor arbitrary.
- ii) When notice of discontinuation is given by either party then:
- A) The parties shall meet within two (2) weeks of the giving of notice for discontinuation; and

- B) where it is determined that Extended Tours will be discontinued, affected nurses shall be given sixty (60) days' notice, unless mutually agreed otherwise.

E – 10      Standby

- (a)    i)      The Hospital will notify the local President or designate prior to initiating ongoing standby assignments on any unit.
- ii)      Scheduled standby assignments, including weekend(s), will be distributed equitably amongst the Full-time and Part-time nurses in any unit utilizing standby.

(b)    Standby assignments shall be posted at the same time as the monthly schedules. Nurses shall be permitted to exchange their standby assignments with the permission of the Nurse Manager or designate.

(c)    Each Nurse scheduled for standby shall be provided with beepers.

(d)    Where a nurse has been called in from standby and worked after 2400 hours, such nurse will not be required to work the day shift where the nurse requests such time off and relief staff can be found. In lieu of the scheduled shift the nurse may request vacation pay or accumulated hours where available, or the nurse may take an absence without pay.

Where such a nurse chooses to work her scheduled day shift, she shall receive eight (8) hours off following the completion of her on call shift before commencing work on her day shift, without loss of pay. This provision is subject to Article 14.06.

(e)    The Hospital will endeavour to make available a private lockable sleeping area in the hospital for a nurse scheduled for standby, upon request by the nurse.

E – 11      The parties agree to enter into discussion regarding Weekend Workers, Innovative Scheduling and / or Special Circumstance Scheduling as necessary in accordance with Article 13 of the Collective Agreement.

E – 12      10 Hour shifts

The Union and the Hospital agree in principle to the concept of ten (10) hour tours. Should the Hospital or the Nurses wish to implement ten (10) hour tours on a particular unit, they shall do so according to the following criteria, initially on a test basis through the Scheduling Committee.

(a)    Recognizing Article 13.02, the provisions set out are adjusted as follows;

- i) A regular ten (10) hour tour shall be 9.375 consecutive hours in any twenty four (24) hour period, exclusive of a total of thirty seven and one half (37.5) minutes of unpaid mealtime.
  - ii) Nurses shall be entitled, subject to the needs of patient care, to paid relief periods during the tour of a total of 37.5 minutes.
- (b) Nurses shall not be scheduled to work more than four (4) consecutive 9.375-hour tours.

(c) Premium Payment

No more than four (4) consecutive shifts shall be scheduled without a day off. Should the nurse work more than the four (4) consecutive shifts, she/he shall receive premium payment as per Article 14.03 for all hours worked on the fifth and subsequent shifts except where:

- i) The fifth shift is worked by the nurse to satisfy specific requested days off.
  - ii) The fifth shift is worked as a result of an exchange of tours with another nurse.
- (d) Letters of Understanding to determine start and finish times on each unit must be discussed by the scheduling committee and mutually agreed to by the Union and the Hospital. All parties must agree to any changes. Either party may discontinue the schedule with a minimum one-month notice in writing.

(e) Paid Holidays

A nurse working the ten (10) hour tour shall be paid as per Article 15, noting that nurse is working ten (10) hours shall receive twelve (12) days off to consist of seven and one-half (7.5) hours each.

(f) Vacations

Vacation Entitlement for nurses working ten (1) hour tours shall be converted as follows:

Current Entitlement	Work	Working Days Off	Equivalent Hours	Paid
3		12	112.5	
4		16	150	
5		20	187.5	

6	24	225
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- (g) Any further criteria that may be required to implement a unit or individual specific 10-hour tour agreement shall be “cost neutral” to the regular tour provisions within the Collective Agreement.

E – 13

2D/2N Schedule

It is understood that there shall be no additional cost factor to the Employer by implementing a 2D/2N rotation.

- (a) When the Hospital and the Association agree, the 2D/2N extended tour schedule shall be instituted when seventy percent (70%) of the nurses in the unit have so indicated by secret ballot.
- (b) The Hospital shall make space available to the Association in order to permit the Association to conduct the vote referred to in Paragraph 1.
- (c) At any meeting with the Employer to discuss the 2D/2N schedule, a member of the Local executive will be in attendance.
- (d) A trial of the 2D/2N schedule shall run for any six (6) month period agreed to by the parties after which a further vote of the nurses on the Unit will be conducted. Where at least seventy percent (70%) of the nurses on the Unit indicate a willingness to continue with the 2D/2N schedule, the arrangement will become permanent.
- (e) The 2D/2N schedule may be discontinued in any unit when:
- i) Fifty percent (50%) plus one (1) of the nurses in a unit so indicate by secret ballot; or
  - ii) The Hospital decided to do so because of:
    - A) adverse effects on patient care, or
    - B) inability to provide a workable staffing schedule, or
  - iii) Where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the 2D/2N schedule;
  - iv) When notice of discontinuation is given by either party in accordance with number ii) above, then:
    - A) The parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuance; and

B) Where it is determined that the 2D/2N schedule will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended;

1) The scheduling provision contained in Article E-9, is applicable to the 2D/2N schedule except as amended below:

E-9 (a) (Full time only) Nurses shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the nurses shall be paid premium for the fifth and subsequent tour(s) until a day off is scheduled.

E-14 (a) Overtime on Weekends - 2D/2N Schedule

A nurse will receive premium pay as defined in Article 14 for all hours worked on a fourth (4) consecutive and subsequent consecutive weekend, save and except where:

- i) Such weekend has been worked by the nurses to satisfy specific days off required by such nurses; or
- ii) Such nurses have requested weekend work; or
- iii) Such weekend is worked as the result of an exchange of tours with other nurses.
- iv) Such weekend is worked to accommodate Christmas/New Year's schedule.

(b) The parties agree that additional hours are required to be added to the 2D2N schedule in order for full time nurses to fulfil the 1950 hour annual requirement. It is understood that these hours shall not incur premium pay.

E – 15 Regular Part-Time Nurses Who Request Weekend Work

When a regular part-time nurse makes a written request for permanent weekend work and the Hospital establishes a regular part-time assignment that is regularly scheduled to work only weekends the following shall apply:

(a) A regular part-time nurse making such written request shall provide the request to the Manager (or designate) and Director of Human Resources. Such request shall not be unreasonably denied. A copy



of such request shall be provided to the Bargaining Unit President. Where such requests impact the schedules of other regular part-time nurses these nurses shall be given the opportunity to vote on the new schedule.

- (b) Nurse(s) who accept a regular part-time weekend position shall not be entitled to consecutive weekend premium payment pursuant to Articles 14.03 and E in order for the Employer to schedule the nurse to commitment.
- (c) Notwithstanding the above the hospital may schedule the nurse(s) to work shifts during the week for the purpose of in-service education, performance evaluation, or such other purposes deemed necessary by the hospital.
- (d) Either part may give six (6) weeks notice to discontinue the weekend position. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

#### E – 16 Partial or Single Shift Reassignment (Article 10.08)

When it is necessary to reassign staff from one (1) unit to another, the reassignment will first be offered on a voluntary basis, subject to maintaining operational requirements and provided the nurse is qualified to perform the work in question and has received familiarization the unit.

- 1. In the event that there are no volunteers, nurses will be reassigned in the following order:
  - a) Float Pool Nurses,
  - b) Casual part-time by order of reverse seniority; and,
  - c) Regular part-time “B” by order of reverse seniority; and,
  - d) Regular part-time “A” by order of reverse seniority; and,
  - e) Full-Time and Job Shares by order of reverse seniority
- 2. However the above order may be altered by management based on an evaluation of the qualifications required, skill mix required, clinical needs, client acuity and the staffing complement on the sending and receiving units.
- 3. It is understood that nurses will not be reassigned during their probationary period.

#### E – 17 Amended Master Schedule

- (a) Where a full-time master schedule is amended due to a permanent long term layoff, or the addition of new full-time positions, the employees on the unit and the Bargaining Unit president shall be

provided with forty-five (45) days notice that the master schedule may be amended.

- (b) When master schedules are revised, selection and approval of new lines shall be on the basis of seniority provided the selection will result in adequate skill mix coverage of the unit, experience and qualifications that will be meet the patient care needs and operational needs of each unit. The approval of the new lines shall not be unreasonably withheld.
- (c) Where the master schedule contains a job sharing arrangement, the seniority of the two (2) regular part-time nurse sharing the full-time position will be added together and divided by two (2) to determine the seniority to be used for awarding the individual schedule.

## **ARTICLE F – VACATIONS**

F – 1      Vacation entitlement for full-time nurses as provided for in Article 16.01 will be as of the nurse's anniversary date.

F – 2      It is understood and agreed that vacations are not necessarily continuous. However, the Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates subject to the right of the Hospital to operate in an efficient manner.

F – 3      (a)     For the period January 7 through to June 30

- i)       Employees will submit requests to their department head for their preferred block(s) of vacation by September 15<sup>th</sup> of each calendar year for the following January to June period. A “Block” shall be defined as seven (7) consecutive days off, without splitting of the weekend.
- ii)      These blocks will be assigned by seniority.
- iii)     Employees may make requests for additional vacation blocks which will be considered as submitted once all employees have been allotted their two weeks and if staffing levels allow.  
The Vacation schedule for this period will be approved and posted by October 31<sup>st</sup>.

(b)     For the period July 1 through to January 6

- i)       Employees will submit requests to their department head for their preferred block(s) of vacation by March 15<sup>th</sup> of each calendar year for the following July to January period. A

“Block” shall be defined as seven (7) consecutive days off, without splitting of the weekend.

- ii) These blocks will be assigned by seniority.
- iii) Employees may make requests for additional vacation blocks which will be considered as submitted once all employees have been allotted their two weeks and if staffing levels allow.
- iv) The Vacation schedule for this period will be approved and posted by April 30<sup>th</sup>.

(c) Any requests outside of the processes described above will be approved on a first come first served basis. Where possible, all requests will be responded to two weeks from the date that the request was submitted.

F – 4 The Hospital shall endeavour to provide the weekend off prior to and the weekend following, if requested, and following the vacation process requests.

F – 5 A full-time nurse will be permitted to hold over vacation entitlement from one (1) vacation anniversary year to the next to a maximum of seventy-five (75) hours with the permission of the Hospital. Such permission shall not be unreasonably denied.

F – 6 For purposes of scheduling time off in lieu of vacation for part time nurses, the vacation year shall be based on the calendar year.

Part-time nurses shall be entitled to time off based on the number of tours worked in accordance with Article 16.06.

**ARTICLE G - PAID HOLIDAYS**

G – 1 The following shall be recognized as holidays:

- |                      |                  |
|----------------------|------------------|
| New Year's Day       | Civic Holiday    |
| Family Day           | Labour Day       |
| Good Friday          | Thanksgiving Day |
| Easter Monday        | Remembrance Day  |
| Victoria Day         | Christmas Day    |
| Canada Day July 1st. | Boxing Day       |

G – 2 A nurse, who is entitled to a lieu day as provided for in Articles 15.04 (a) and (b) and 15.05, will have such day scheduled at a mutually agreeable time, to be taken within ninety (90) calendar days following the paid holiday.

- G – 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.
- G – 4 For the purposes of Extended Tour units, payment shall be made for actual hours worked from midnight to midnight on the holiday.
- G – 5 For the purposes of lieu day entitlement, the lieu day shall be earned for those shifts where the majority of hours worked fall on the holiday.
- G – 6 Where a part-time nurse has been scheduled to work on a holiday weekend, she/he shall be scheduled to work on the paid holiday as well, providing the shift is available to a part-time nurse.

#### **ARTICLE H - BULLETIN BOARD**

- H – 1 The Hospital will provide bulletin board space, at a place mutually agreed upon between the Hospital and the Union, for the purpose of posting notices regarding meetings and otherwise restricted to Union matters.
- H – 2 The Hospital agrees to allow the Local Union to place on each nursing unit a binder which shall contain a copy of the complete Collective Agreement and forms for use by the union members.

#### **ARTICLE I - UNION LEAVE (BUSINESS)**

- I – 1 Leave of absence for Union business shall be given up to an aggregate maximum of fifty (50) working days during any calendar year. The Union Executive will endeavour to provide the dates requested before the affected schedule is posted. It is agreed that not more than three (3) nurses shall be absent on such leave at the same time.
- I – 2 The Local President of the Union may request to work a day shift schedule for the term of office, subject to the needs of their unit and the Hospital. Such request shall not be unreasonably denied.

#### **ARTICLE J - SENIORITY LISTS**

- J – 1 The seniority list as provided for in Article 10.02 will be filed with the Union during January and July of each year. A copy will be sent to the Labour Relations Officer at the same time.

**ARTICLE K - SICK LEAVE**

- K – 1 Nurses reporting sick will observe the following procedure:
- (a) Nurses taking ill or suffering an accident during working hours will notify their immediate supervisor or delegate before leaving their duties.
  - (b) Where the illness or accident takes place at times other than the nurse's normal working hours, the nurse will notify her or his immediate supervisor or designate as soon as possible, but in any event, not less than one (1) hour prior to the day shift and four (4) hours for all other shifts.
  - (c) Prior to resuming work, following sick leave, the employee will provide reasonable notice to her or his immediate supervisor or designate.

**ARTICLE L - JOB SHARING**

- L – 1 Job sharing requests with regard to full-time positions shall be considered on an individual basis. The parties will meet to discuss all shared positions in any unit.
- L – 2 Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses. Any scheduling disputes involving members of the job sharing arrangement that cannot be resolved between the two (2) nurses may result in the discontinuance of that job sharing arrangement, in accordance with Article L - 8.
- L – 3 The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement. Job sharers may be available to work additional hours outside the full-time schedule in accordance with Article E - 4 Part-Time.
- L – 4 Each job sharer may exchange shifts with her/his partner, as well as with other nurses as provided by the Collective Agreement.
- L – 5 The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- L – 6 Coverage:
- (a) It is expected that both job sharers will cover each other's incidental illnesses. 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.

(b) Vacation, Maternity Leave, and other leaves pursuant to Article 11

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

(c) Vacation

Job Sharers are expected to coordinate their vacation such that they cover for each other. In exceptional circumstances, where a job sharer cannot cover for her/his partner's vacation, that vacation will be counted as part of the vacation quota for the unit.

L – 7

Implementation

- (a) Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- (b) Any incumbent full-time nurse wishing to share her/his position, may do so without having her/his half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (c) If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she/he is qualified. If she/he does not continue full-time, the position must be posted in accordance with the Collective Agreement.

L – 8

Discontinuation

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

**ARTICLE M – MISCELLANEOUS****M – 1 (a) Violence in the Workplace**

The parties recognize that employees may be exposed to unwanted behaviour from others in the workplace and that such behaviour may result in injury and/or emotional distress to an employee.

The Hospital acknowledges the importance of and agrees to continue its development of explicit policies, procedures and training to deal with such situations and shall submit such policies to the Joint Occupational Health and Safety Committee as appropriate for review. The Joint Occupational Health and Safety Committee, shall concern itself with those matters and shall make such recommendations as it deems appropriate. Statistics associated with this policy will be provided to the JHSC on an annual basis.

Such policy shall be provided to each employee upon hire review of such policy recorded in the employee's personnel record. Subsequent policy training and review will be provided to each employee on a regular basis as defined by Hospital policy and relevant legislation.

- (b) The Hospital shall provide reimbursement for reasonable damages for replacement of damaged personal property such as eye glasses and personal property occurring as a result of Nurse Abuse occurring while performing his/her work.
- (c) The Employer and the Union recognize that, where preventative measures have failed to prevent violence incidents, counselling and legal advice will be available through the employers EAP program.

**M – 2 Prepaid Leave**

The number of full-time and part-time nurses that may be absent at any one (1) time on prepaid leave is four (4) and six (6) respectively with no more than one (1) from any particular nursing unit at any one (1) time.

**M – 3 (a) Pay Cheque Errors**

Electronic pay slips will be made available to employees on the Employee Self Service (ESS) website by Wednesday afternoon of pay week.

**(b) Errors and Omissions**

Where a Hospital error is made in the amount of pay appearing on the employee's pay cheque, the employee is to immediately notify the Department Manager and request a correction. Any error in the calculation of the payroll shall be paid by separate cheque within one (1) business day provided that the error in payroll calculations is equivalent to or in excess of seven and one half (7 ½) hours, and that the Payroll Clerk is notified, no later than 1200 hours on the Friday of the pay week. Otherwise, corrections will be processed the following pay.

Employee errors or omissions will be corrected on the following pay. Failure to complete an Overtime Request form for approval by the manager will result in non-premium pay until such time as submitted and approved.

M – 4      Jury and Witness Duty

The parties agree to determine the application of Article 11.06 on an individual basis.

M – 5      Secondments

The parties agree to determine the terms and conditions of a secondment arrangement at the Hospital - Association Committee as required. The terms of any agreement reached are subject to the approval of the local, the Labour Relations Officer and the Employer.

M – 6      Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate who has been interviewed for an ONA job posting will be notified, by e-mail or telephone, within one (1) week of the decision being made and prior to the posting of the name of the successful candidate.

M – 7      Retiree Benefits – Process for Payment

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



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 in January of each year, and each time the benefit costs are renegotiated by the Employer.

M – 8      Retirement Notice

A nurse intending to retire shall provide no less than forty-five (45) calendar days notice, in writing to their Unit Manager or designate of their intended date of retirement to allow replacement under Article 10.07 to be completed prior to the posted schedule during which the retirement occurs.

**ARTICLE N – MODIFIED WORK/RETURN TO WORK**

- N – 1      (a)      The parties agree to early involvement with the Bargaining Unit President for all members commencing a Return to Work Program in order to ensure early communication in the process between the Employee, Union and Management.
- (b)      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.
- The information provided will include;
- i)      Date and type of injury
  - ii)     Current listing of ONA members on a rehabilitative return to work program
  - iii)    Current listing of all ONA members off for thirty (30) days or longer due to illness
- (c)      The Hospital and the Union recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanently disabled, to enable their early and safe return to work. When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Hospital will notify the Bargaining Unit President or designate to discuss the circumstances surrounding the employee's return to suitable work as outlined in current hospital policies and procedures.

- (d) The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board's Form 7 at the same time as it is sent to the Board.

### **ARTICLE O – OVERTIME ACCUMULATION**

- O – 1 When a Full-time nurse elects to accumulate overtime hours, under Article 14.09, as equivalent time off, she shall be allowed to bank sixty-seven and one half (67.5) hours at time and one half or the equivalent of one hundred and one quarter (101.25) straight time hours.
- O – 2 This agreement applies to Full Time nurses only, except where the practice exists for part time staff in the Peri-Operative Suite solely for the purpose of covering closures and short-term layoffs.
- O – 3 Upon the request of the nurse, banked time may be paid out on the pay date closest to February 15<sup>th</sup> each year. Such request must be submitted to Payroll in writing by January 31<sup>st</sup> each year.  
  
It is agreed that all unused hours accumulated will be paid out by the end of the fiscal year.
- O – 4 It is agreed that all unused hours accumulated will be paid out in the last pay period of the fiscal year.

### **ARTICLE P - ALTERNATE TOURS**

- P – 1 Where nurses and the Hospital wish to establish shifts other than those outlined in Article E of the Local Collective Agreement, the terms will be negotiated, including implementation, trial period and discontinuation. All premiums in Article E will also apply. It is further agreed that all full-time and regular part-time nurses within the affected unit, will be given the opportunity to vote.

### **ARTICLE Q – UNIFORMS**

- Q – 1 As long as it remains an ORNAC standard, the hospital will continue to supply scrub suits for all employees working in the OR and PACU.

### **ARTICLE S – NURSE PRACTITIONER**

- S – 1 A full time Nurse Practitioner will be compensated on the basis of a normal work week, which consists of thirty-seven and one half (37.5) hours.

- S – 2 Due to the nature of the work of the Nurse Practitioner there will be flexible scheduling of hours in accordance with his/her patient load and job responsibilities. The Nurse Practitioner will adjust his/her schedule to compensate for the variations in patient load and job responsibilities. The Nurse Practitioner will maintain communication regarding the flexible schedule, and final approval remains with the Director or designate.
  
- S – 3 The Nurse Practitioner who is pre-authorized by management and works in excess of seventy-five (75) hours bi-weekly shall have the option of electing payment at the applicable premium rate. Hours worked in excess of seventy-five (75) hours bi-weekly may also be taken as time in lieu at the rate of time and one half, at a time mutually agreeable to the Nurse Practitioner and his/her Director or designate, as per Article 14.09 of the Collective Agreement.

## LETTERS OF UNDERSTANDING

### **Re: Bargaining Unit/Space and Equipment**

The Hospital will make available a private space for the use of the Bargaining Unit President or her designate as needed.

The Union recognizes that patient care needs take priority over the Bargaining Unit's right to the space.

The Hospital will facilitate the purchase of a computer/printer for the use of the Bargaining Unit.

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### **Re: Team Leader Assignments**

The parties agree that there are core responsibilities for a Team Leader Assignment as outlined in Article 19.04 (d). The Team Leader role will be defined and assigned by the Unit Manager in consultation with the staff and according to the needs of the unit.

All nurses shall be given the opportunity for the assignment. Any orientation, if applicable, will be provided to each Team Leader prior to the initiation of the assignment. The length of the rotation will be defined according to the unit's needs.

The parties acknowledge that team leader assignments will evolve with the changing needs of the unit.

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### **Re: Union Representatives**

The Bargaining Unit President (BUP) will be paid up to twenty two and one half hours (22.5) hours/month by the employer for union business.

It is expected that the BUP will coordinate these hours with the HR director and her/his Manager for the purpose of dealing with union/management business paid for in other sections of the collective agreement wherever possible.

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### **Re: 10 Hour shifts in four (4) units**

The Union and the Hospital agree to establish a 10-hour shift in the Chronic Disease Management Program – Diabetes, and Mental Health Day Program and Educators and Dialysis Team Leader for the following position(s):

Registered Nurse

Criteria used will be as per ten (10) Hour shift language.

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**Re: Innovative Scheduling, Outpatient Mental Health Program**

The Collective Agreement shall apply save and except as agreed, amended or modified by the following;

For the purposes of defining the work week, work day and the provisions for Overtime in Article 13.03 and 14.01, an RN working in the Outpatient Mental Health Program will work a maximum of five (5) days per week on a flexible schedule, averaging one hundred and fifty (150) hours in a four week period.

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**Re: Vehicle Insurance Premium**

The parties agree that where the nurse uses his/her personal vehicle on a regular basis to transport clients during working hours, the Employer will reimburse the nurse the additional liability insurance cost between moving from 1 million to 2 million dollars and any other insurance premium for carrying passengers for compensation.

Specific to EPI The Employer will pay the mileage amount of fifty (50) cents per kilometer when the nurse is using their vehicle to transport clients during normal working hours and/or attending official EPI business.

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**Re: Christmas Language for the Dialysis Unit**

In accordance with Articles E the parties hereby agree to the following terms and conditions regarding the above-noted schedule.

For the purpose of this letter of understanding, Christmas shall be defined as Dec. 24, 26 and New Year's as Dec. 31.

The Dialysis Unit Schedule over the Christmas period will be revised to include Sunday work where planned closure on Dec. 25 and Jan. 1 are necessary.

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**Re: Registered Nurse – First Assist (RNFA) – Peri-Operative Unit**

The Collective Agreement shall apply save and except as agreed, amended or modified by the following:

For the purpose of defining the work week, work day and the provisions for Overtime in Article 13.03 and 14.01, an RN working in the Registered Nurse – First Assistant (RNFA)-Peri-Operative Unit classification will work a maximum of five (5) days per week on a flexible schedule, averaging one hundred and fifty (150) hours in a four week period.

**Re: Innovative Scheduling**

The parties agree under Article 13.03 that the innovative scheduling and overtime provisions will be made for the Registered Nurses (full and part time):

1. The schedule for the unit will be considered an extended tour schedule/unit with both DDNN and traditional scheduling patterns to total 1950 hours per year for full time Registered Nurses.
2. The posted master schedule for unit will also include some 8 hour scheduled shifts. These are added to accommodate peak patient care and admission needs on the unit.
3. Daily overtime will be paid on the basis of the posted scheduled daily hours (8 or 12 hours). All other overtime will be based on the provisions associated with traditional extended tour language.
4. All other conditions and entitlements will be as per extended tour language in the Central and Local ONA agreements.

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**Re: Overtime accumulation, Full time weekend worker – Article 13.04 and Article O**

1. The parties agree that a full time weekend worker can accumulate overtime as per Article O of the local appendices and Article 14.09 of the Central Collective Agreement.
2. The parties agree that the accumulated overtime can be used for income replacement for absence due to illness or for lieu time off on a week day.

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**Re: Float Pool**

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

Utilization of the Float Pool Nurses will not have a negative impact on the posted schedule of regular part-time nurses.

Whereas the parties wish to provide a method of creating full-time and part-time positions for nurses and require innovative methods to satisfy both staffing needs and recruitment and retention issues;

The parties agree to the following:

1. The Collective Agreement shall apply to all aspects of the Float Pool Nurse.

2. Each Float Pool nurse will receive familiarization to the applicable unit(s), determined by the nurse and the Patient Care Manager, prior to starting his/her Float Pool position. The nurse may request further orientation and requests will not be unreasonably denied. Upon completion of the familiarization (and orientation if the Manager determines it's necessary) to each area, the Patient Care Manager or delegate, and the nurse will review the nurse's knowledge, skill, & abilities as applicable to the unit. Should there be any outstanding competencies, the nurse and the manager will follow-up with the unit Educator to provide further assistance.
3. The Patient Care Manager responsible for the Float Pool will allocate vacation entitlement as per Article F. The yearly vacation request list will be specific to each independent Float Pool.
4. A meeting may be called, by either party, as circumstances warrant, to discuss any necessary changes to the terms and conditions outlined above. Both parties must be in agreement before changes are made to the terms and conditions of this Letter of Understanding.

**SIGNING PAGE**

Dated at Port Hope, Ontario, this 8 day of March, 2024.

FOR THE EMPLOYER

“Kim Kydd”

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“Emma Elley”

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FOR THE UNION

“Spencer Jones”

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Labour Relations Officer

“Sherry Hutchinson”

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