

COLLECTIVE AGREEMENT

Between:

ROYAL VICTORIA REGIONAL HEALTH CENTRE, BARRIE
(hereinafter referred to as the "Hospital")

And:

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

Expiry: March 31, 2020

TABLE OF CONTENTS

| <u>ARTICLE</u> | <u>PAGE</u> |
|--|-------------|
| APPENDIX 3 - SALARY SCHEDULES | 1 |
| APPENDIX 4 - SUPERIOR CONDITIONS | 11 |
| APPENDIX 5 - LOCAL ISSUES | 12 |
| ARTICLE A – RECOGNITION | 12 |
| ARTICLE B - MANAGEMENT RIGHTS | 12 |
| ARTICLE C - ASSOCIATION REPRESENTATION (ARTICLE 6) | 13 |
| ARTICLE D - ASSOCIATION DUES (ARTICLE 5) | 13 |
| ARTICLE E - JOB SECURITY | 13 |
| ARTICLE F - LEAVE OF ABSENCE (ARTICLE 11) | 14 |
| ARTICLE G - SCHEDULING REGULATIONS (ARTICLE 13) | 15 |
| ARTICLE H – STANDBY | 23 |
| ARTICLE I - PAID HOLIDAYS (ARTICLE 15) | 23 |
| ARTICLE J - VACATIONS WITH PAY (ARTICLE 16) | 24 |
| ARTICLE K - SICK LEAVE (ARTICLE 12) | 25 |
| ARTICLE L - PREMIUM PAYMENT (ARTICLE 14) | 25 |
| ARTICLE M - FOUR OVER FIVE YEAR PLAN (ARTICLE 15) | 25 |
| ARTICLE N - JOB SHARING (ARTICLE 16) | 26 |
| ARTICLE O - MODIFIED WORK | 28 |
| ARTICLE P – MISCELLANEOUS | 28 |
| ARTICLE Q – OCCUPATIONAL HEALTH AND SAFETY | 30 |
| SIGNING PAGE | 32 |
| LETTER OF UNDERSTANDING | 33 |
| <u>Re: Voluntary Part-Time Benefits – Process For Payment</u> | 33 |
| LETTER OF UNDERSTANDING | 34 |
| <u>Re: Retiree Benefits – Process For Payment</u> | 34 |
| LETTER OF UNDERSTANDING | 35 |
| Re: Article 13.04 Weekend Schedule | 35 |
| LETTER OF UNDERSTANDING | 37 |
| <u>Re: Nurses’ Lounge</u> | 37 |
| ATTACHMENT - Special Circumstance Scheduling – Article 13.05 | 38 |
| LETTER OF UNDERSTANDING | 40 |
| LETTER OF UNDERSTANDING FOR FLEXIBLE SCHEDULING | 41 |
| <u>Re: Nurse Educators, Clinical Nurse Specialists and Nurse Practitioners</u> | 41 |
| LETTER OF UNDERSTANDING | 43 |
| LETTER OF UNDERSTANDING | 44 |
| <u>Re: Vacation and Christmas Scheduling</u> | 44 |
| LETTER OF UNDERSTANDING | 45 |
| Re: Anaesthesia Assistant Classification | 45 |
| LETTER OF UNDERSTANDING FOR SCRUBS | 46 |
| LETTER OF UNDERSTANDING FOR RN NURSING RESERVE UNIT | 47 |
| LETTER OF UNDERSTANDING | 48 |
| Re: 2D 2N Innovative Scheduling | 48 |

APPENDIX 3 - SALARY SCHEDULES**ARTICLE 19 – COMPENSATION**

Articles 19.01(a) and (d) apply to nurses only

- 19.01 (a) The salary rates in effect during the term of the Agreement shall be those set forth in Appendix 3 attached to and forming part of this Agreement. The regular straight time hourly rates for full-time, regular part-time and casual part-time Registered Nurses at hospitals shall be as follows:

| Classification - Registered Nurse | | |
|--|----------------------|----------------------|
| Step | April 1, 2018 | April 1, 2019 |
| Start | \$32.66 | \$33.23 |
| 1 Year | \$32.81 | \$33.39 |
| 2 Years | \$33.36 | \$33.94 |
| 3 Years | \$35.00 | \$35.62 |
| 4 Years | \$36.66 | \$37.30 |
| 5 Years | \$38.72 | \$39.40 |
| 6 Years | \$40.80 | \$41.52 |
| 7 Years | \$42.89 | \$43.64 |
| 8 Years | \$45.94 | \$46.75 |
| 25 Years | \$46.76 | \$47.57 |

(Articles 19.01 (b) and 19.01 (c) apply to part-time nurses only)

- (b) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%.

- (c) The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enrol in the Hospital's Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

It is understood and agreed that the part-time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 9% or 13%, as applicable, which is paid in lieu of fringe benefits and accordingly the 9% or 13%, as applicable, add on payment in lieu of fringe benefits will

not be included for the purpose of computing any premium or overtime payments.

- (d) The parties agree to maintain the percentage differentials in the wage rates which presently exist between the classification of Registered Nurse and the other classifications which are covered by the Collective Agreement.

APPENDIX 3 - SALARY SCHEDULES & CLASSIFICATIONS

| Classification – Graduate Nurse | | |
|---------------------------------|---------------|---------------|
| Step | April 1, 2018 | April 1, 2019 |
| Start | \$ 31.56 | \$ 32.11 |
| 1 Year | \$ 31.78 | \$ 32.33 |
| 2 Years | \$ 32.30 | \$ 32.86 |
| 3 Years | \$ 33.90 | \$ 34.49 |
| 4 Years | \$ 35.58 | \$ 36.20 |
| 5 Years | \$ 37.55 | \$ 38.21 |
| 6 Years | \$ 39.71 | \$ 40.40 |
| 7 Years | \$ 41.66 | \$ 42.38 |
| 8 Years | \$ 44.62 | \$ 45.40 |
| 25 Years | \$ 45.40 | \$ 46.19 |

APPENDIX 3 - SALARY SCHEDULES

| Classification – Registered Nurse First Assistants/Anesthetist Assistant | | |
|--|----------------------|----------------------|
| Step | April 1, 2018 | April 1, 2019 |
| Start | \$ 42.41 | \$ 43.15 |
| 1 Year | \$ 42.59 | \$ 43.33 |
| 2 Years | \$ 43.27 | \$ 44.02 |
| 3 Years | \$ 45.40 | \$ 46.19 |
| 4 Years | \$ 47.57 | \$ 48.40 |
| 5 Years | \$ 51.47 | \$ 52.37 |
| 6 Years | \$ - | \$ - |
| 7 Years | \$ - | \$ - |
| 8 Years | \$ 51.57 | \$ 52.47 |
| 25 Years | \$ 52.34 | \$ 53.26 |

APPENDIX 3 - SALARY SCHEDULES

| Classification – Nurse Practitioner/Pain Management | | |
|---|----------------------|----------------------|
| Step | April 1, 2018 | April 1, 2019 |
| Start | \$ 50.53 | \$ 51.41 |
| 1 Year | \$ 50.59 | \$ 51.47 |
| 2 Years | \$ 50.83 | \$ 51.72 |
| 3 Years | \$ 52.13 | \$ 53.04 |
| 4 Years | \$ 53.75 | \$ 54.69 |
| 5 Years | \$ 55.42 | \$ 56.38 |
| 6 Years | \$ 57.68 | \$ 58.69 |
| 7 Years | \$ 57.68 | \$ 58.69 |
| 8 Years | \$ 57.84 | \$ 58.85 |
| 25 Years | \$ 59.57 | \$ 60.62 |

APPENDIX 3 - SALARY SCHEDULES

| Classification – I.C.U./C.C.U. | | |
|--------------------------------|----------------------|----------------------|
| Step | April 1, 2018 | April 1, 2019 |
| Start | \$ 33.02 | \$ 33.59 |
| 1 Year | \$ 32.96 | \$ 33.53 |
| 2 Years | \$ 33.75 | \$ 34.34 |
| 3 Years | \$ 35.36 | \$ 35.98 |
| 4 Years | \$ 37.05 | \$ 37.70 |
| 5 Years | \$ 39.11 | \$ 39.79 |
| 6 Years | \$ 41.20 | \$ 41.92 |
| 7 Years | \$ 43.28 | \$ 44.03 |
| 8 Years | \$ 46.37 | \$ 47.18 |
| 25 Years | \$ 47.18 | \$ 48.01 |

NOTE: The parties agree to red circle employees covered by the above classification rate effective the last day of this Collective Agreement, March 31, 2006. All employees red circled on that date will remain so until they leave the employment of RVH or until they leave the ICU/CCU.

APPENDIX 3 - SALARY SCHEDULES

| Classification – Nurse Clinician/Gerontology Nurse/NRS/Educator | | |
|---|----------------------|----------------------|
| Step | April 1, 2018 | April 1, 2019 |
| Start | \$ 39.10 | \$ 39.78 |
| 1 Year | \$ 39.23 | \$ 39.92 |
| 2 Years | \$ 39.38 | \$ 40.07 |
| 3 Years | \$ 39.99 | \$ 40.69 |
| 4 Years | \$ 40.31 | \$ 41.01 |
| 5 Years | \$ 42.55 | \$ 43.29 |
| 6 Years | \$ 44.28 | \$ 45.06 |
| 7 Years | \$ 46.06 | \$ 46.86 |
| 8 Years | \$ 48.86 | \$ 49.72 |
| 25 Years | \$ 49.71 | \$ 50.58 |

APPENDIX 3 - SALARY SCHEDULES

| Classification – Resource Nurse | | |
|---------------------------------|----------------------|----------------------|
| Step | April 1, 2018 | April 1, 2019 |
| Start | \$ 34.66 | \$ 35.23 |
| 1 Year | \$ 34.81 | \$ 35.39 |
| 2 Years | \$ 35.36 | \$ 35.94 |
| 3 Years | \$ 37.00 | \$ 37.62 |
| 4 Years | \$ 38.66 | \$ 39.30 |
| 5 Years | \$ 40.72 | \$ 41.40 |
| 6 Years | \$ 42.80 | \$ 43.52 |
| 7 Years | \$ 44.89 | \$ 45.64 |
| 8 Years | \$ 47.94 | \$ 48.75 |
| 25 Years | \$ 48.76 | \$ 49.57 |

APPENDIX 3 - SALARY SCHEDULES

| Classification – Occupational Health Nurse/Diabetic Nurse | | |
|---|----------------------|----------------------|
| Step | April 1, 2018 | April 1, 2019 |
| Start | \$ 32.66 | \$ 33.23 |
| 1 Year | \$ 32.81 | \$ 33.39 |
| 2 Years | \$ 33.36 | \$ 33.94 |
| 3 Years | \$ 35.00 | \$ 35.62 |
| 4 Years | \$ 36.66 | \$ 37.30 |
| 5 Years | \$ 38.72 | \$ 39.40 |
| 6 Years | \$ 40.80 | \$ 41.52 |
| 7 Years | \$ 42.89 | \$ 43.64 |
| 8 Years | \$ 45.94 | \$ 46.75 |
| 25 Years | \$ 46.76 | \$ 47.57 |

APPENDIX 3 - SALARY SCHEDULES

| Classification – Clinical Nurse Specialist Classification | | |
|---|----------------------|----------------------|
| Step | April 1, 2018 | April 1, 2019 |
| Start | \$ 44.96 | \$ 45.75 |
| 1 Year | \$ 45.12 | \$ 45.91 |
| 2 Years | \$ 45.30 | \$ 46.09 |
| 3 Years | \$ 46.00 | \$ 46.80 |
| 4 Years | \$ 46.35 | \$ 47.16 |
| 5 Years | \$ 48.96 | \$ 49.81 |
| 6 Years | \$ 50.91 | \$ 51.80 |
| 7 Years | \$ 52.95 | \$ 53.88 |
| 8 Years | \$ 56.16 | \$ 57.14 |
| 25 Years | \$ 57.17 | \$ 58.17 |

APPENDIX 4 - SUPERIOR CONDITIONS

Article 19.15 of the previous Collective Agreement states:

Educational allowances will be paid to nurses utilizing the additional preparation. These bonuses apply to the Assistant Head Nurse Classification.

Nursing Administration and Post-Graduate Courses- \$15.00 per month

Diploma - \$40.00 per month

Degree - \$80.00 per month

General Duty Nurse - \$15.00 per month

Speciality Post Graduate courses, i.e. midwifery utilized in areas of the speciality.

Such bonuses may be withheld or paid in part until the completion of the probationary period."

APPENDIX 5 - LOCAL ISSUES

ARTICLE A – RECOGNITION

A.01 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all Registered and Graduate Nurses employed by Royal Victoria Regional Health Centre of Barrie, Inc. at Barrie, engaged in a nursing capacity, save and except, Nursing Unit Managers, persons above the rank of Nursing Unit Manager, Occupational Health Nurse, the Discharge Planner and the Manager of the Central Supply Department.

NOTE #1: It is understood that the positions of Occupational Health Nurse(s), Oncology Nurse(s), Nurse Clinician(s), Resource Nurses, Nurse Practitioners, Pain Management Nurse(s) and Diabetic Teaching Nurse(s) have all been found to be appropriate for the Bargaining Unit.

NOTE #2: It is understood that the “Association” throughout the Collective Agreement can be interpreted as the “Union” as defined by the *Ontario Labour Relations Act*.

NOTE # 3: QUMP nurses were added to the bargaining unit as per agreement March 18, 2002.

NOTE #4: RNFAs are included in the bargaining unit.

A.02 The word "nurses" when used throughout this Agreement shall mean persons included in the above described bargaining unit.

A.03 "Immediate Supervisor" when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

ARTICLE B - MANAGEMENT RIGHTS

B.01 The Association acknowledges that it is the exclusive right of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, lay-off, recall and suspend or otherwise discipline nurses for just cause, provided that a claim or discriminatory classification, promotion, demotion, or transfer, or a claim that a nurse has been unjustly discharged, suspended or otherwise disciplined, may be the subject of a grievance and dealt with in accordance with the grievance procedure;
- (c) establish and enforce reasonable rules and regulations to be observed by the nurses, but before altering such rules and regulations, the Hospital will discuss same with the Association, and give the Association an opportunity of making representation with respect to such proposed alterations;

- (d) generally to manage and operate the Hospital in all respects, in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, and equipment to be used, the allocation and number of nurses required from time to time, and the standards of nursing performance for all nurses;
- (e) when disciplining a nurse, the Hospital will inform the nurse and the Association. A nurse representative may be present at the request of either party.

B.02 These rights shall be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE C - ASSOCIATION REPRESENTATION (ARTICLE 6)

- C.01 Nurse Representatives
There shall be twenty-five (25) nurse representatives, or where no representative is available, an identified alternate ONA representative, one (1) from each unit of the Hospital, including one (1) nurse representative from the part-time. An executive member may function as a nurse representative.
- C.02 Grievance Committee
There shall be a Grievance Committee of not more than five (5) nurses.
- C.03 Negotiating Committee
There shall be a Negotiating Committee of not more than four (4) nurses exclusive of the local Bargaining Unit President.
- C.04 Hospital-Association Committee
This Committee will be composed of three (3) representatives of the Association and an equal number of representatives from the Employer. Each party may have alternates to replace a member from time to time. Either party may invite guests as needed.
- C.05 The Professional Development Committee as defined in Article 9.02 a) shall be made up of three (3) representatives from each of the Hospital and the Association.

ARTICLE D - ASSOCIATION DUES (ARTICLE 5)

- D.01 The Association interviews will be scheduled collectively during nursing orientation, at an appropriate time arranged between the Association and the Nursing Personnel.

ARTICLE E - JOB SECURITY

- E.01 A copy of the seniority list will be filed with the Union on December 1st and June 1st. A seniority list individualized to each unit will be provided to the Union on December 1st and June 1st.

- E.02 The Hospital shall supply a current list including names, part-time or full-time, designation of all Bargaining Unit members to the Union on June 1st and December 1st.

ARTICLE F - LEAVE OF ABSENCE (ARTICLE 11)

- F.01 Leave of absence for Association business shall be granted pursuant to the following conditions:

- (a) Adequate notice shall be provided.
- (b) No more than four (4) nurses shall be absent on such leave at the same time. Requests for additional leaves shall be considered and not unreasonably denied by the Hospital.
- (c) The cumulative total for such leave shall be fifteen hundred (1,500) hours during the calendar year. Additional requests will not be unreasonably denied.
- (d) No more than two (2) nurses excluding executive members from the same area will be off on such leave at the same time.
- (e) Approvals or denials to requested leave will be confirmed within one (1) week of the request. Special consideration will be provided for consideration of leave requests that are time sensitive.
- (f) Where Union leave has been granted for an arbitration which is subsequently cancelled, the Union shall, unless otherwise agreed, provide the Hospital with at least four (4) hours notice that they wish the leave cancelled, failing which the leave shall go forward.

F.02 Local Coordinator Leave

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

F.03 Payment for Bargaining Unit President and Accommodation Representative

The parties agree to provide for the term of the Collective Agreement Paid Union Leave for the Local President under the following conditions:

- (a) The leave is for the Local President and Accommodation Rep and can be delegated to another union executive when either of the above are on leave.
- (b) The maximum paid leave will be twenty-five (25) (281.25 hours) extended shifts (11.25 hours) approximately 2.5 per month or 38 (285 hours) shifts (7.5 hours).

- (c) The paid union leave shifts would be scheduled in advance and would coincide as much as possible with scheduled monthly meeting between the Hospital and Association.
- (d) The Local President could give up the equivalent schedule shifts in his/her unit, provided the shifts are requested in advance and approved by his/her manager.
- (e) Union leave for the Local President is paid at straight time at his/her normal hourly rate.

ARTICLE G - SCHEDULING REGULATIONS (ARTICLE 13)

G.01 The Employer may introduce a longer daily tour with the approval of the Local.

G.02 (a) The Hospital will endeavour to schedule two (2) weekends off in four (4) for nurses working on a normal daily tour. The Hospital will schedule every second [2nd] weekend off for nurses working on extended tours.

If a nurse is required to work on a third [3rd] consecutive and subsequent weekend, she/he shall be paid premium pay as set out in Article 14.03 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, in writing, and renews such request yearly; or
- iii) such weekend is worked as the result of an exchange of shifts with another nurse.

(b) For the purpose of scheduling, normal tours as per Article 13, a weekend shall consist of fifty-six (56) consecutive hours off work during the period following completion of the Friday day shift until the commencement of the Monday day shift.

For the purpose of scheduling on extended tours, a weekend shall consist of sixty (60) consecutive hours off work during the period following completion of the Friday day shift until the commencement of the Monday day shift.

G.03 Violation of the following will be compensated by premium payment, as defined in Article 14.03:

Master rotations will not be changed without the agreement of the employees on the unit. Such agreement will be secured by a secret ballot vote of the employees or conducted by confirmation of such vote electronically. Where two (2) part-time employees share a full-time position in a job share arrangement, the regular part-time employees will be entitled to one (1) vote. Where a permanent employee is on a leave of absence, she or he will be contacted and offered the opportunity to

vote, so as not be subject to a change of schedule on return to work that she or he is unaware of.

- (a) No less than two (2) consecutive tours between changes of shift unless otherwise agreed.
- (b) A request by a nurse for a change of scheduled working hours must be submitted in writing and co-signed by the nurse willing to exchange tours. Nurses will provide as much advance notice as possible. All shift changes must be approved by the manager or designate in writing.
- (c) No split shifts.
- (d) A nurse will be scheduled off at least four (4) days in any two (2) week period, including at least one (1) period of two (2) consecutive days, and minimum of split days will be scheduled.
- (e) Nurses will not be scheduled to work more than seven (7) consecutive days unless otherwise mutually agreed.
- (f) Where a full-time or permanent part-time nurse normally rotates, at least fifty (50%) percent of her/his tours shall be scheduled on the day tour within a three (3) month period, unless otherwise mutually agreed.
- (g) At least forty-eight (48) hours time off shall be scheduled following night tour.
- (h) Not more than two (2) consecutive weeks will be scheduled on evenings or nights unless otherwise mutually agreed.
- (i) These regulations may be waived between December 15th and January 8th, so that nurses will receive six (6) or more consecutive days off at either Christmas or New Year's.

Available for work as required and assigned by the Hospital during Christmas (including December 24th, December 25th and 26th) or New Year's (including December 30th and January 1st or December 31st to January 2nd). This provision shall not apply to any area where nurses normally work Monday to Friday, and are not normally scheduled to work on paid holidays.

- (j) Schedules for full-time and permanent part-time nurses will be posted six (6) weeks in advance.
- (k) Requests will be submitted one (1) week prior to posting, whenever possible.
- (l) A nurse will not be required to change tours of duty more than once during a work week.

- (m) A nurse will be granted permanent evening or night tour, if requested. Such nurse will be expected, if requested by the Vice President of Patient Care Services or delegate to return to the day tour for in-service education.

It is understood that once a nurse has requested and been granted a permanent evening or a night tour, the discontinuation of such arrangement is subject to G.03 (n) or through the job posting provisions of Article 10 of the central agreement.

- (n) Changes on the master rotation will be implemented under the following process:

- i) in units of twenty (20) nurses or less, when seventy-five percent (75%) of the nurses are in agreement.
- ii) In units of more than twenty (20) and less than forty (40) nurses when sixty-five percent (65%) of the nurses are in agreement.
- iii) in units of more than forty (40) nurses when fifty percent (50%) plus one (1) are in agreement.

Where the vote is not successful, the unit will maintain the schedule in existence prior to the vote. Votes on further changes to the Master Rotation will not be held for six (6) months. Failure to make a decision on a new master rotation the employer has a right to implement an operationally required schedule.

- iv) Where a master rotation schedule is changed due to a permanent long-term layoff, or there is an addition of new full-time or part-time positions, the employees on the affected unit will be provided with ninety (90) days notice that their master rotation may be amended.

Where a master rotation schedule is changed pursuant to the above, individual schedule rotations will be awarded on the basis of seniority, considering a balanced skill mix (novice to expert) (experience and knowledge) of registered nurses. Job share partners will use the seniority of the senior partner for purpose of line selection.

- (o) In order to accommodate vacation and lieu day requests made by full-time staff, the Hospital will not unreasonably deny requests for exchange of shifts between nurses, including casual part-time nurses; it being understood that the Hospital shall not be required to accommodate such requests which result in overtime payment.

G.04

- (a) The extended tour arrangement will be implemented on a trial basis for a period of six (6) months where sixty percent (60%) of the nurses on a given unit(s) are in favour, and where the Hospital is also in agreement. Following the trial period, the extended tour arrangement will be continued upon agreement of the Hospital. If at any time following the trial period, either the Hospital or sixty percent (60%) of the nurses involved request the discontinuance of this tour system, it will then be discontinued.

Where a majority of the nurses on the unit(s) in question have voted to initiate the trial period, and where the extended tour arrangement is continued after the trial period, then all the nurses on the unit(s) in question shall be required to work the extended tour during the trial period and thereafter save and except where alternate arrangements have been made mutually agreed by the Hospital and the Local in the form of approved "Minutes of Settlement".

- (b) The scheduling cycle for the twelve (12) hour extended tour will be an average of seven (7) tours in each two (2) week period. The Hospital shall endeavour to schedule not more than three (3) consecutive tours of work.
- (c) The scheduling cycle for the ten (10) hour extended tour will be an average of eight (8) tours in each two week period. The Hospital shall endeavour to schedule not more than four (4) consecutive tours of work.
- (d) At least fifty (50%) percent of tours shall be on the day shift, except where the employee chooses to work on a greater percentage of night tours.
- (e) There shall be a period of not less than twelve (12) hours off between tours of duty.
- (f) A minimum of forty-eight (48) consecutive hours off shall be scheduled following night shifts unless otherwise agreed.
- (g) These regulations may be waived between December 15th and January 8th, so that nurses will receive six (6) or more consecutive days off at either Christmas or New Year's.

Available for work as required and assigned by the Hospital during Christmas (including December 24th, December 25th and 26th) or New Year's (including December 30th and January 1st or December 31st to January 2nd). This provision shall not apply to any area where nurses normally work Monday to Friday, and are not normally scheduled to work on paid holidays.

- (h) Premium payment shall apply should these scheduling regulations not be met.

G.05 A nurse who is required to work on a unit, other than her/his regular unit for one (1) tour shall not be designated in charge for the tour unless there is an emergency.

G .06 The Hospital-Association Committee shall look at all requests by either party regarding scheduling.

G.07 For the purposes of scheduling, the first [1st] shift of the day shall be day tours.

For the purposes of paying evening premiums evenings will be 1500 - 2300.

For the purposes of paying night premiums nights will be 2300 - 0700.

Any shift commencing between the hours of 0600h and 1200h shall be considered a Day Tour.

G.08 Short Tours

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

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

G.09 (a) Regular Part-Time Commitment

The regular part-time commitment "Level A Nurse" to be available as follows as per G.09:

- i) Available to work thirty-seven and one-half (37½) hours in a two (2) week pay period.
- ii) Available to work two (2) weekends in four (4) for nurses working on a normal daily tour and available to work every other weekend for nurses working on extended tours.
- iii) Working all three (3) shifts except where the nurse is working a permanent shift.
- iv) Available for work as required and assigned by the Hospital during Christmas (including December 24th, December 25th and 26th) or New Year's (including December 30th and January 1st or December 31st to January 2nd). This provision shall not apply to any area where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays.

(b) Part-time nurses making a “Level B” commitment will be available to be scheduled on the following basis:

- i) Available to work for twenty-two and one-half (22½) hours in a two (2) week pay period.
- ii) Available for work no less than one (1) weekend in every four (4) week period, if required.
- iii) Working all three (3) shifts except where nurse is working a permanent shift.
- iv) Available for work as required and assigned by the Hospital during Christmas (including December 24th, December 25th and 26th) or New Year’s (including December 30th and January 1st or December 31st to January 2nd).

All regular part-time commitment “Level A” employees in a unit will be scheduled up to their committed hours by seniority and then commitment “Level B” employees will be scheduled up to their committed hours by seniority before any casual employees are utilized.

(c) When regular part-time commitment “Level A” and commitment “Level B” employees on the unit have been given the opportunity to work up to their commitment, the Hospital will then offer additional tours to all regular part-time employees on the unit on an equitable basis prior to offering tours to casual employees, subject to the following:

- i) Employees who wish to be considered for additional tours must indicate their availability in the matter prescribed by the Hospital;
- ii) A tour will be deemed to be offered whenever a call is placed;
- iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay.
- iv) When a regular part-time employee accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made;
- v) Provided they are qualified, employees may submit their availability to work additional tours to more than one (1) unit. If working such time would result in premium payment, the nurse must indicate this in advance in order to receive the payment.
- vi) Day tours will be scheduled equitably among the regular part-time employees unless otherwise requested by an employee.
- vii) An employee is entitled to either Christmas (including December 24th, December 25th and 26th) or New Year’s (including December 30th and January 1st or December 31st to January 2nd).

- viii) The weekend scheduling regulations referred to above may be put aside during the period of December 18th to January 10th to facilitate the scheduling of days off at Christmas and New Year's.
- ix) A minimum period of twelve (12) consecutive hours off shall be scheduled between a change of tours.
- x) At least forty-eight (48) hours off shall be scheduled following the completion of night tours when changing to day tours in accordance with the posted schedule unless otherwise mutually agreed between the nurse and her/his immediate supervisor.
- xi) Employees on twelve (12) hour tours will not be scheduled to work more than three (3) consecutive tours.
- xii) It is understood and agreed that the Hospital shall schedule employees to work taking into consideration their stated preference and taking into account the operational needs of the unit.

G.10 Where the parties agree that an error has been made with respect to the distribution of shifts for part-time employees, or where an error is made for the call-in process for the allocation of additional tours to part-time or full-time employees, the parties agree that the affected employee will be offered an alternate shift to be worked at a time mutually agreeable to the employee and her or his Manager.

G.11 Reassignment

The Hospital and the Union recognize that it is a management right to reassign an employee who is scheduled to work for a period of time up to and including a single shift under Article 14.05. This reassignment will be from the employee's home unit to any other unit as required by the Hospital. The Hospital and the Union agree to implement the following principles if such reassignment occurs

1. The reassigned employee will be assigned to work with an experienced RN on the receiving unit. The experienced employee in most cases will be a staff employee. The reassigned employee will not be required to take a full assignment unless he or she possesses the appropriate knowledge, skill and judgement to practice on that unit.
2. The experienced employee will familiarize the reassigned employee to the general functioning of the unit.
3. The reassigned employee will identify, to the experienced employee, her skills, abilities and limitations in relation to duties required on the receiving unit. The two employees will collaborate in providing patient care.
4. Reassignment will occur bearing in mind the following principles:
 - (a) Patient care requirements are the first priority

- (b) The Hospital will consider a nurse's experience when reassigning employees.
 - (c) The Hospital will reassign, where possible, employees who volunteer
 - (d) The Hospital will normally reassign staff nurses in a fair and equitable manner
5. When an employee is reassigned to another site the Hospital will reimburse the employee for transportation costs that the Hospital requires the employee to incur. The Hospital reserves the right to determine the most efficient method of transportation.

G.12 All full-time and regular part-time nurses will be pre-scheduled on a posted schedule to their respective commitments. Should pre-scheduled work not be available at the time of posting for regular part-time nurses, such nurses shall make their availability known to the employer for purposes of meeting their commitments from work that becomes available after the schedule is posted prior to work being offered as per Article G.09.

Changes to rotations and line selections will be made within individual units or departments.

The unit discussing line changes or new rotations will determine the length of time the options are open for discussion and selection with input from the unit specific scheduling committee.

G.13 Self Scheduling

Any self-scheduling will follow the applicable conditions outlined in Article G.

Cancellation of self-scheduling by either the Hospital or the Union shall require ninety (90) days written notice to the other party.

The cancellation of self-scheduling by the Hospital will not be for reasons that are arbitrary or in bad faith.

G.14 Where the Health Centre determines to offer overtime, it shall endeavour to do so based on the following:

- (a) Extending a shift (up to 4 hours) by seniority.
- (b) Full-time staff – rotational seniority.
- (c) Part-time staff – rotational seniority, subject to declared availability.

ARTICLE H – STANDBY

- H.01 The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on any unit.
- H.02 Scheduled standby assignments will be distributed equitably amongst the employees in any unit utilizing standby.
- H.03 Standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments.
- H.04 Standby schedules will not be reassigned without consultation with the employee whose schedule is being changed.
- H.05 Standby will not be scheduled on a night before a scheduled day shift unless otherwise agreed to by the employee.
- H.06 When an employee is called in from standby the hospital will not require the employee to return to regular duties without at least eight (8) hours of time off.

Where such duties extend into the employee's next regular scheduled shift, she or he will maintain his or her regular earnings, seniority and service for that full shift.

ARTICLE I - PAID HOLIDAYS (ARTICLE 15)

- I.01 The Employer agrees to recognize the following paid holidays:

| | |
|---------------------------|-----------------------------|
| New Year's Day (Jan. 1st) | Civic Holiday |
| 3rd Monday in February | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day (Nov. 11th) |
| Easter Monday | Christmas Day (Dec. 25th) |
| Canada Day (July 1st) | Boxing Day (Dec. 26th) |
- I.02 Due to the nature of the services necessary in a Hospital, many of the nurses may be required to work on these holidays. The schedule will not be altered unless the nurses request the holiday off.
- I.03 Prior to scheduling on paid holidays, the Nursing Unit Manager will consider each nurse's preference for such holiday, provided there is no delay by the nurse in stating the preference.
- I.04
 - (a) Where a holiday falls during a nurse's scheduled vacation period, and the nurse and the Hospital agree to schedule a different day off with pay, such day shall be scheduled at a mutually agreeable time.
 - (b) Where a holiday falls on a nurse's scheduled day off, an additional day off with pay will be scheduled at a mutually agreeable time.

- (c) A nurse required to work on any of the foregoing holidays shall be paid in accordance with Article 15.05 of the Collective Agreement, and she/he shall receive a lieu day which shall be scheduled by mutual agreement, concurrently with scheduled weekends off, or vacation.
- (d) Where a regular part-time nurse has been scheduled to work on a holiday weekend, she/he shall be scheduled to work on the holiday as well, providing the shift is available.
- (e) A nurse will be permitted to bank up to ninety (90) hours of stat time per calendar year. The bank will be reduced by pay out the first pay period after March 31 of each year until the bank is at thirty-seven and one-half (37.5) hours which shall be permitted at all times.

ARTICLE J - VACATIONS WITH PAY (ARTICLE 16)

Date for determining annual vacation is April 1st of each year (April 1st to March 31st).

The vacation request calendar for the year (365 days) will be posted in each unit the first Friday of December. Individual requests for vacation preference must be submitted for consideration by seniority up until 1600 hours the third Friday of January of each year on the calendar, at which point the calendar will be taken down. Thereafter, vacations will be scheduled on a first [1st] come first [1st] serve basis. The approved vacation calendar based on these submissions for full and part-time employees will be posted in each unit by the second last Friday of February of each year.

J.01 Nurses will be allowed to accumulate their annual vacation entitlement for carryover.

J.02 The Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates and the continuity of weeks, subject to the need to meet the operating requirements of the Hospital.

Each employee is to be entitled to request a maximum of three (3) weeks of vacation during the period commencing mid-June and ending mid-September each year in order of seniority. If in the event there are sufficient nurses to fill the scheduled summer hours, further time off for vacation may be granted to nurses in order of seniority. Nurses who wish further time off as described herein must inform the Employer each year at the time their three (3) week entitlement preference is being sought. In the event there is difficulty scheduling three (3) weeks for each employee during the summer months, the Employer will ensure that junior employees receive at least two (2) weeks during the summer vacation period.

J.03 Once an employee has indicated a preferred vacation period, she or he may not exercise seniority rights to change this identified period.

J.04 The Hospital will endeavour to schedule the weekend off prior to the commencement of vacation, and shall schedule the weekend off following vacation.

- J.05 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.
- J.06 Vacation pay shall be issued immediately preceding the commencement of vacation if so requested, in writing, by full-time or regular part-time nurses.
- Vacation pay owing to casual Part-time nurses shall be paid on each pay as earned.
- The Hospital will provide updated vacation entitlement on each pay record.
- J.07 The Hospital will give consideration to an employee's request for vacation between December 15th and January 15th, provided that such consideration does not limit the ability of other staff to obtain their six (6) days off.
- J.08 The Hospital shall establish vacation quotas for each nursing unit which shall not be unreasonably restrictive. These quotas will be identified and provided to the local Bargaining Unit President in advance of posting of vacation selection schedule. Full-time and part-time vacation quotas shall be separate.
- J.09 Leaders will endeavour to respond to vacation requests outside the annual planning calendar within four (4) calendar weeks. Where there are exceptional circumstances the nurse can request a response earlier.

ARTICLE K - SICK LEAVE (ARTICLE 12)

- K.01 In the event of illness, a nurse will endeavour to notify the Staffing Office at least one (1) hour prior to her/his scheduled shift before 1100 hours, and four (4) hours prior to other shifts.
- K.02 A nurse shall advise the Hospital on the third (3rd) day of illness of the approximate length of time required as sick leave, and will also notify the Hospital of her/his expected date of return to duty; any changes in the expected date of return will be similarly notified.

ARTICLE L - PREMIUM PAYMENT (ARTICLE 14)

- L.01 Where a nurse has worked and accumulated approved overtime hours, such hours may be accumulated up to a maximum of seventy-five (75) overtime hours. Such time off shall be taken at a time agreeable to the nurse and her/his Immediate Supervisor.

ARTICLE M - FOUR OVER FIVE YEAR PLAN (ARTICLE 15)

- M.01 In the four over five year plan there will be a maximum of five (5) nurses per year. There shall be no more than one (1) nurse per unit.

ARTICLE N - JOB SHARING (ARTICLE 16)

The introduction of job sharing arrangements will be subject to mutual agreement between the Association and the Hospital.

The initial job sharing arrangement will be on a trial basis for a period of up to six (6) months, subject to review by the Association and the Hospital before confirmation. It is agreed that the following conditions will govern the arrangements.

- N.01 The Hospital has the undisputed right to designate and increase or decrease the full-time positions eligible to be deemed job sharing. The Employer shall not arbitrarily unreasonably refuse to implement job sharing.
- N.02 Each department/unit will determine the approximate number of full-time positions to be allotted to job sharing.
- N.03 One (1) full-time position is shared by two (2) part-time staff members.
- N.04 Staff employed in a job shared position accept the conditions for the full-time rotation and hours as scheduled and must be compatible with one another. Where non-compliance occurs, Management has the right to intervene.
- N.05 As a general rule, job sharers must be prepared to cover each other's incidental illnesses. However, where one (1) job sharer cannot, due to circumstances beyond her/his control, cover the other's shift, she/he must notify the Nursing Unit Manager or her/his designate, and the Hospital will attempt to provide the necessary coverage.
- N.06 In the event of one (1) job sharer taking a Leave of Absence, the other job sharer must be prepared to cover the absent partner's shifts. However, where the covering nurse is unable to cover her partners extended leave, the Manager will fill the vacancy as per Article 10.07 (d).
- N.07 It is expected that both job sharers will cover each other's vacation time. Where the job sharers provide coverage for each other's vacation, they will not be counted in any vacation quotas established for the unit. If, because of unavoidable circumstances, a job share partner cannot cover their partner's vacation period, a vacation request will be submitted to the manager for consideration under the vacation approval process.
- N.08 The employees are responsible to each other for attendance at staff meetings, committee meetings, and communication of unit information; i.e. in-service, schedule, memos, etc. Attendance of both team members is encouraged where possible.
- N.09 All job sharers shall be treated as regular part-time employees and be subject to the provisions of the Part-time Collective Agreement, except for scheduling which will be in accordance with the scheduling provisions of the Full-time Collective Agreement. For purposes of line selection Job Sharers will select lines by seniority once all full time have made their selection.

- N.10 A job sharing position will be scheduled to work by the Hospital to either Christmas holiday or the New Year's holiday. An employee assigned a job sharing position will be expected to determine with her/his partner who will work the Christmas holiday or New Year's holiday. If there is any disagreement of who will work the Christmas holiday or New Year's holiday between an employee assigned a job sharing position and her/his partner, the Hospital will schedule such.
- These regulations may be waived between December 15th and January 8th, so that the job share line will receive six (6) or more consecutive days off at either Christmas or New Year's.
- Available for work as required and assigned by the Hospital during Christmas (including December 24th, December 25th and 26th) or New Year's (including December 30th and January 1st or December 31st to January 2nd). This provision shall not apply to any area where nurses normally work Monday to Friday, and are not normally scheduled to work on paid holidays.
- N.11 Job Sharers will not be required to work, in total, more statutory holidays than would one (1) full-time employee, unless mutually agreed.
- N.12 Each job sharer may exchange shifts with her or his partner as well as other employees as provided by the Collective Agreement.
- N.13 Benefits for job sharing are paid in accordance with the policy covering benefits for part-time staff.
- N.14 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. An incumbent full-time nurse wishing to share her/his position, may do so without having her/his half (½) of the position posted. The other half (½) of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- N.15 If one of the job sharers leaves the arrangement, her 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 is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement. Management reserves the right to determine the continuation of this position.
- N.16 Either the Hospital or the Association shall have the option of cancelling this agreement after providing the other party with sixty (60) calendar days written notice. The written notice shall include reasons for the change and a copy of this notice shall be forwarded to the Local President. The job sharer(s) will have the option of reverting back to a regular part-time position, should this agreement be cancelled or changed.
- N.17 When vacancies occur within more than one job sharing arrangement in a department, and the job posting process has not filled the vacancies, the hospital may choose to create a new job sharing agreement between the individuals remaining in the vacated partnerships. The most senior partner in this new job

sharing agreement will select which of the available lines the partnership will be scheduled on the master rotation.

The remaining vacant full time line will be posted in accordance with the Collective Agreement.

ARTICLE O - MODIFIED WORK

O.01 The Hospital will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.

O.02 When it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability, the Hospital will notify and meet with a representative of the Ontario Nurses' Association and members of the Local Representative to discuss the circumstances surrounding the employee's return to suitable work.

To that end, the Hospital and the Union agree that ongoing and timely communication by all participants is essential to the success of the process. For the purposes of expediting communication, the Hospital and the Union agree that participants will use electronic communication where available.

Local representatives will be required to be present for meetings to discuss with the member circumstances that are associated with the nurses return to work, modified duties, etc...Should the nurse impacted, not want the Union to participate in the discussion, the Health Centre shall notify the Bargaining Unit President, or designate.

When it is determined that a nurse cannot return to her duties or her position and permanent accommodation will be necessary, the Health Centre will ensure that the Labour Relations Officer as well as the Bargaining Unit President or designate are involved in discussions related to this accommodation process.

O.03 The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board's Form 7 at the same time as it sent to the Board.

ARTICLE P – MISCELLANEOUS

P.01 Bulletin Boards

The Hospital will provide a locked glassed-in bulletin board with a key to the Association.

P.02 Parking and Travel

The Hospital will continue its policy of paid parking-and will advise the Union of any changes to the rates prior to implementation.

Employees reporting to and departing from work at the Hospital between the hours of 2300 and 0700 shall, if they so request, be provided with a security escort to and from their car in the Hospital's parking lot.

Prior to any changes in these rates to reflect changes in costs of providing parking services, the proposed changes will be discussed at the Association-Hospital Committee. In the event the Hospital changes the rates, the Association has the right to grieve.

P.03

Errors in Pay

All employees are encouraged to check their timecard prior to the end of a pay period to ensure it is correct.

Where an error has occurred resulting in a shortage of pay, shortages in an employee's pay will be rectified upon the following conditions:

- (a) If the shortage occurs as a result of an employee's action or inaction, it will be corrected on the next standard payroll.
- (b) If the shortage occurs as a result of the Hospital's error and amount to less than seven and one-half (7.5) hours, it will be corrected on the next standard payroll.
- (c) If the shortage occurs as a result of the Hospital's error in an amount of seven and a half (7.5) hours or more, a second (2nd) deposit will occur to cover the shortage, if requested by the employee. In the event a deposit is requested by the employee, it will occur within two (2) payroll department working days.

Employees are encouraged to check their pay stub after pay has been processed and report all errors for investigation by noon on the Thursday of a pay week to the Staffing Office.

P.04

Temporary Vacancies

In order to encourage further cross departmental development of nurses at the Hospital, the parties agree to the following:

- (a) A full time nurse may be considered for full time and part time temporary vacancies.
- (b) A full time nurse who accepts a part time temporary job will have her or his group health and welfare benefits suspended for the duration of the assignment or will have to pay the full monthly premiums.
- (c) A full time nurse who accepts a part time temporary job will have to sign an acknowledgement letter detailing the implications to her or his pension contributions.
- (d) A full time nurse who accepts a temporary job will have to complete the full term of the assignment (unless it is determined during the first sixty tours

that she or he cannot satisfactorily perform the job) before returning to her or his full time job. Postings listed with an indeterminate end date will be subject to review every six months.

- (e) A full time nurse need not be considered for a further temporary vacancy for a period of six (6) months from the date of return from her or his temporary assignment.

P.05 Notification to Unsuccessful Job Applicants

The parties agree that any internal unsuccessful candidates for an ONA job posting will be notified within two (2) weeks of the decision.

ARTICLE Q – OCCUPATIONAL HEALTH AND SAFETY

Q.01 Needle Stick and Sharps Injuries

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

Q.02 Musculoskeletal Injury Prevention and Control

- (a) The Hospital in consultation with the Joint Health and Safety Committee (JHSC) shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices and training for the health and safety of employees.
- (b) At least once a year the musculoskeletal prevention and control measures, procedures, practices, and training shall be reviewed and revised in the light of current knowledge and practice.
- (c) The review and revision shall be done more frequently than annually if,
 - i) the Hospital, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or
 - ii) there is a change in circumstances that may affect the health and safety of an employee.
- (d) The Hospital will provide training on musculoskeletal prevention and control measures, procedures and practices and equipment to all employees during a new employee's orientation and thereafter as required.

Q.03

Violence in the Workplace

- (a) Violence shall be defined as any incident in which a nurse is abused, threatened or assaulted during the course of his/her employment. It includes the application of force, threats with or without weapons and severe verbal abuse. The Hospital agrees that such incidents will not be condoned. Any nurse who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.
- (b) The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses.
- (c) The Hospital will report all incidents of violence to the Joint Health and Safety Committee for review.
- (d) The Hospital agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (e) The Hospital, with the nurse's consent, will inform the Union within three (3) days of any nurse who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as possible.
- (f) The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.
- (g) The Hospital and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available through the employee assistance program to help victims recover from such incidents.

SIGNING PAGE

Dated at Barrie, Ontario, this _____ day of _____, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA REGIONAL HEALTH CENTRE
[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: Voluntary Part-Time Benefits – Process For Payment

The Employer agrees to provide part-time nurses with the option of voluntary participation in a group health and welfare benefit program. It is understood and agreed that the part-time nurses who participate will assume the monthly premiums with the carrier.

Dated at Barrie, Ontario, this 18th day of September, 2009.

Renewed at Barrie, Ontario, this _____ day of _____, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA REGIONAL HEALTH CENTRE
[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: Retiree Benefits – Process For Payment

Any full-time bargaining unit nurse who retires before 65 and wishes to participate in the benefit plan as outlined in Article 17.01 (h) will provide advance payment of the benefits through post-dated cheques provided on a yearly basis. Payment of premiums will be in accordance with the collective agreement.

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 once a year and each time the benefit costs are renegotiated by the Employer.

The parties agree to meet during the life of the Collective Agreement should the mechanism for deductions change.

Dated at Barrie, Ontario, this 18th day of September, 2009.

Renewed at Barrie, Ontario, this _____ day of _____, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA REGIONAL HEALTH CENTRE
[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: Article 13.04 Weekend Schedule

The parties agree to establish a Weekend Schedule as a posting or on a temporary basis:

1. The Hospital will post weekend worker positions in compliance with Article 10.06 (a) and (b) of the Collective Agreement. It is understood that in the event the individual in a weekend worker position resigns, transfers or is terminated, the position may revert to a regular rotation.
2. The nurses will be scheduled for two 11.25 h and one 7.5 h shift each week. The 7.5h shift will normally be scheduled on the Friday unless a paid holiday falls on the Monday in which case the 7.5h shift may be scheduled on the holiday. The 7.5 hour shift may be scheduled during the week to meet departmental needs. The schedule may rotate between Days and Nights or be assigned to permanent shifts. The required schedule will be indicated on the posting.
3. For the purposes of vacation scheduling the nurses will not be included in the vacation quotas for the unit.
4. The weekend definition under G.02 (b) will be followed.
5. The hours of work of a weekend worker may be amended by mutual agreement to meet departmental needs or individual requests following the appointment of the successful candidate.

Dated at Barrie, Ontario, this 18th day of September, 2009.

Renewed at Barrie, Ontario, this _____ day of _____, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA REGIONAL HEALTH CENTRE
[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: Nurses' Lounge

The Hospital agrees to investigate the feasibility of providing a Nurses' Lounge on each unit in the new facility. The Hospital agrees to investigate the feasibility of providing office space for the Association in the new facility at no cost to the Association excluding phone, computer link and finishing costs.

Signed at Barrie, Ontario, this 25th day of August, 1993.

Renewed at Barrie, Ontario, this _____ day of _____, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

ATTACHMENT - SPECIAL CIRCUMSTANCE SCHEDULING – ARTICLE 13.05

The Hospital and the Union agree to implement individual special circumstance schedules pursuant to Article 13.05 of the collective agreement. The parties agree that the intention of creating this type of schedule is primarily to aid in the retention of staff. The ISC will be available who are nearing retirement that might extend their careers if their full-time hours were reduced, or for staff who wish to pursue part-time study in University or for staff that have extraordinary individual special circumstances.

The parties agree to implement special scheduling arrangements subject to the following terms and conditions:

- (a) All special circumstance arrangements are subject to the approval of the Hospital, the Union and the Individual requesting such arrangements;
- (b) The Hospital has the undisputed right to grant or not to grant an Individual Special Circumstance. The Hospital retains the right to limit the number of ISC granted;
- (c) A request for Special Circumstance Scheduling will be submitted in writing, using the Hospital provided form, to the Hospital and the Union by the employee including the individual's reason for such a request and an estimation of the time such arrangement would cover;
- (d) The partners agree that the arrangement applies to an individual and not to a position;
- (e) The employee will retain full-time status, including but not limited to service and seniority;
- (f) The parties agree that for pension purposes, there will be no reduction in the normal thirty seven and one half (37.5) hours per week pension contributions made by the employee and/or the Hospital under this letter of understanding, nor shall there be proration of Extended Health Care, Semi-Private or Dental Benefits;
- (g) The arrangement will not require the employee to work more time than thirty seven and one half (37.5) hours per week nor less than thirty (30) hours per week;
- (h) It is agreed that the Individual Special Circumstance employee is not entitled to declare their availability for extra available work;
- (i) The employee will earn statutory holiday entitlement on a pro-rated basis. The pro-ration of statutory holidays accumulation will be based upon the hours worked and paid time off in the four weeks previous to the holiday divided by 20;
- (j) The employer will deduct from statutory holiday banks 7.5 hours for each holiday an employee is scheduled off which falls on a regularly scheduled workday, provided there are available hours in the bank;
- (k) The employer will deduct from holiday banks based upon an employee's request for a day off in lieu of a holiday at 7.5 hours, provided there are available hours in the bank;

- (l) The schedule of each individual employee with Individual Special circumstance requires an automatic evaluation after six (6) months or twelve (12) month interval, (selection for this time period is based on the employees request, and the leaders approval), at which point either party may end the special circumstance agreement. A request for an extension will need to be resubmitted in writing to the Hospital and the Union by the employee;

- (m) Any party may discontinue the special circumstance arrangement with notice as determined within the agreement. It is understood that in the event the individual resigns, transfers, is laid off or terminated, the arrangement will be deemed discontinued immediately, unless the parties mutually agree otherwise.

EMPLOYEE:

Dated at Barrie, Ontario, this _____ day of _____, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA REGIONAL HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Recurring Labour Relations Meetings Agenda Items

The parties agree to set agenda items in advance of monthly meetings. Monthly meetings shall be determined at the end of each calendar year for the proceeding twelve (12) months.

Dated at Barrie, Ontario, this 19th day of November, 2007.

Renewed at Barrie, Ontario this _____ day of _____, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

LETTER OF UNDERSTANDING FOR FLEXIBLE SCHEDULING

Between:

ROYAL VICTORIA REGIONAL HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Nurse Educators, Clinical Nurse Specialists and Nurse Practitioners

All terms of collective agreement will be adhered to except as amended herein, all full-time and part-time Nurse Educators, Clinical Nurse Specialists and Nurse Practitioners shall be provided the opportunity to alter their normal working day, provided program and Hospital expectations are fulfilled, under the following criteria;

- (a) The normal work day shall be seven and one-half (7.5) hours between 8:30 a.m. to 4:30 p.m. with thirty (30) minutes for lunch. However, where applicable, the work day may be flexible in length with the hours of working time to be established by mutual consent between the employee and her supervisor taking into account the needs of the Hospital.
- (b) Employees will select and schedule their working hours for the benefit of the clients and the department. Individuals will collaborate to ensure adequate work coverage.
- (c) Management approval is required in advance of a change to the employees' regular schedule through the use of flex-time. Such approval shall not be unreasonably withheld. Flex time must be balanced within four (4) weeks of utilization. The use of flex time shall not result in the payment of any premium or overtime.
- (d) Should it be necessary to add roles under this LOU it will be brought by the parties to Labour Management for discussion.

Dated at Barrie, Ontario, this 19th day of November, 2007.

Renewed at Barrie, Ontario, this _____ day of _____, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA REGIONAL HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Supernumerary Positions

The Hospital and the Union agree that the Hospital may schedule newly graduated nurses utilizing the Ministry of Health and Long Term Care's Nursing Graduate Initiative to work in areas not expressly identified in the Initiative. The Hospital and the Union will discuss and agree to the alternate areas during Labour Management meetings.

It is understood that scheduling within these departments does not denote permanent placement in this department.

Dated at Barrie, Ontario, this 18th day of September, 2009.

Renewed at Barrie, Ontario, this _____ day of _____, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA REGIONAL HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Vacation and Christmas Scheduling

It is agreed that the members of the ONA bargaining unit may express their wish to their manager should they prefer less than six (6) consecutive days off during the Christmas period. It is understood that managers will consider this request in relation to department needs and overall compliance impacts with the scheduling regulations in the local agreement.

Dated at Barrie, Ontario, this 18th day of September, 2009.

Renewed at Barrie, Ontario, this _____ day of _____, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA REGIONAL HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Anaesthesia Assistant Classification

With respect to the above noted classification, the parties agree this classification will be placed on the same salary grid held by the role of Registered Nurse – First Assist (RNFA) under the local agreement.

Where the successful candidate to this role is a Registered Nurse, it is agreed the candidate will remain a member of the ONA bargaining unit.

Placement of successful candidates on the grid will be completed in accordance with current guidelines under the collective agreement.

Dated at Barrie, Ontario this 26^h day of April, 2017.

Renewed at Barrie, Ontario, this _____ day of _____, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

LETTER OF UNDERSTANDING FOR SCRUBS

Between:

ROYAL VICTORIA REGIONAL HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

The Health Centre agrees that all areas and units that are currently providing for scrubs will continue to do so at no cost to the nurses for the life of this collective agreement.

Dated at Barrie, Ontario this 26^h day of April, 2017.

Renewed at Barrie, Ontario, this _____ day of _____, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

LETTER OF UNDERSTANDING FOR RN NURSING RESERVE UNIT

Between:

ROYAL VICTORIA REGIONAL HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

The parties agree to the following:

- (a) The Collective Agreement shall apply to all aspects of the Nursing Reserve Unit Registered Nurses.
- (b) Unit staff will be utilized prior to Nursing Reserve Unit Registered Nurses.
- (c) Each Nursing Reserve Unit nurse will receive the orientation specific to the applicable unit(s).

Signed at Barrie, Ontario, this _____ day of _____, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer

LETTER OF UNDERSTANDING

Between:

ROYAL VICTORIA REGIONAL HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: 2D 2N Innovative Scheduling

This Letter of Understanding is agreed to by the parties without prejudice or precedent to any other innovative schedule the parties may consider or any other matter between the parties:

- (a) The Employer and the Union have agreed to implement innovative schedules, pursuant to Article 13.03 (Innovative Unit Scheduling) of the Collective Agreement on the ICU, ISU Rehab, Seniors, GEM, Surgical 3 and 2, Mental Health In-patient, Birthing Unit, Cancer Palliative, Paeds, Respiratory, CCU, Child and Youth Mental Health, NICU, Dialysis, Cardiac Renal, Cath Lab and ER. This letter of understanding shall be recorded in the Appendix of the Local Provisions.
- (b) The parties agree that the full-time nurses working on the 2D2N schedule are all in agreement to work said schedule.
- c) The OBS schedule current as of October 18, 2019 will include Vacation days and Stats by the nurse for their schedule, which will be determined before the posting of each schedule as per the terms of the collective agreement.
- (c) The 2D2N schedule may be discontinued in any unit when:
 - i) any nurse or any of the nurses in the unit(s) indicate they no longer wish to;
 - ii) The hospital decides to do so because of:
 - 1) Adverse effects on patient care, or
 - 2) Inability to provide a workable staffing schedule, or
 - 3) Where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the schedule.
 - iii) When giving notice of discontinuation, the parties shall meet within four (4) weeks of giving notice to review the request for discontinuance.
 - iv) The schedules provided as of October 18, 2019, for all other units listed in a) above

and October 7, 2019 for Cath Lab, Dialysis and CCU will not incur any premium pay as provided for in the collective agreement so long as the master rotation remains the same and no additional tours are worked.

- v) The full time nurses agree to fulfill their obligation to the Hospital as full-time workers to work 1950 hours in a year.

Signed at Barrie, Ontario, this _____ day of _____, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

Labour Relations Officer
