

COLLECTIVE AGREEMENT

Between:

SAULT AREA HOSPITAL
(hereinafter referred to as "the Hospital")

And:

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

Expiry date: March 31, 2023

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APPENDIX 3 - SALARY SCHEDULE**HOURLY RATES****Classification – Registered Nurse**

	Effective <u>April 1, 2021</u>	Effective <u>April 1, 2022</u>
Start	33.90	34.24
1 Year	34.06	34.40
2 Years	34.62	34.97
3 Years	36.34	36.70
4 Years	38.05	38.43
5 Years	40.19	40.59
6 Years	42.36	42.78
7 Years	44.52	44.97
8 Years	47.69	48.17
25 Years	48.53	49.02

Classification – Graduate Nurse

	Effective <u>April 1, 2021</u>	Effective <u>April 1, 2022</u>
Start	32.93	33.26
1 Year	33.04	33.37
2 Years	33.53	33.87
3 Years	35.17	35.52
4 Years	36.81	37.18
5 Years	38.84	39.23
6 Years	40.73	41.14
7 Years	42.79	43.22
8 Years	45.84	46.30
25 Years	46.65	47.12

**Classification – Program Coordinator/Nurse Clinician
Rates**

	Effective <u>April 1, 2021</u>	Effective <u>April 1, 2022</u>
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Start	35.59	35.95
1 Year	35.78	36.14
2 Years	36.36	36.72
3 Years	38.13	38.51
4 Years	39.96	40.36
5 Years	42.24	42.66
6 Years	44.47	44.92
7 Years	46.71	47.18
8 Years	50.08	50.58
25 Years	50.96	51.47

Program Coordinator includes: MDS Coordinator, Team Coordinator, Cardiac Care Coordinator, CRUM Case Reviewer, Stroke Nurse, District Stroke Nurse Coordinator, Blood Transfusion Coordinator, Vascular Access Resource Nurse, Infection Control Practitioner, Patient Care Coordinator, Corporate Nurse Educator, Body Access Coordinator (Algoma Regional Renal Program), GEM Nurse, Telehealth Nurse Coordinator and the Renal Modality Coordinator. Nurse Clinician includes: Clinical Educator and Nursing Practice Leader.

Classification – Clinical Nurse Specialist

	Effective <u>April 1, 2021</u>	Effective <u>April 1, 2022</u>
Start	37.13	37.50
1 Year	37.34	37.71
2 Years	37.92	38.30
3 Years	39.79	40.19
4 Years	41.70	42.12
5 Years	44.07	44.51
6 Years	46.41	46.87
7 Years	48.76	49.25
8 Years	52.27	52.79
25 Years	53.18	53.71

Classification – RNFA

	Effective <u>April 1, 2021</u>	Effective <u>April 1, 2022</u>
Start	38.47	38.85

1 Year	38.64	39.03
2 Years	39.24	39.63
3 Years	41.19	41.60
4 Years	43.18	43.61
5 Years	45.61	46.07
6 Years	48.03	48.51
7 Years	50.46	50.96
8 Years	54.09	54.63
25 Years	55.01	55.56

Classification – Nurse Practitioner

	Effective <u>April 1, 2021</u>	Effective <u>April 1, 2022</u>
Start	54.43	54.97
1 Year	56.76	57.33
2 Years	57.05	57.62
3 Years	57.33	57.90
4 Years	57.64	58.22
5 Years	58.91	59.50
8 Years	59.05	59.64
25 Years	60.09	60.69

APPENDIX 4 - SUPERIOR CONDITIONS

1. In providing the list of nurses from whom dues deductions were made in each month, the Hospital shall also include the following information: the names of those nurses on leaves of absence and of those nurses who have terminated their services that month. In addition to the foregoing, the Hospital will supply the Association with addresses of new employees when they are placed on the check-off list for the first time.

2. Educational Allowance

Special Preparation Bonuses		Per Month (Full-time)	Per Shift (Part-time)
(1)	A.C.L.S. Course	\$10.00	0.06
(2)	Special Courses or Introduction to Nursing Management or 6 months post-graduate O.R. course	\$15.00	0.09
(3)	One year University Diploma	\$40.00	0.25
(4)	Bachelor's Degree	\$80.00	0.49
(5)	Master's Degree	\$120.00	0.74

These bonuses shall be paid only when, in the judgement of the Hospital, the position of the nurse requires the educational qualifications set out above.

3. Sick Leave Provisions

All registered and graduate nurses in the employ of the Hospital as of October 31, 1981, shall be entitled to the following:

- (1) Sick leave under the former plan was accumulated after the first three (3) months of employment for a maximum of one hundred and twenty (120) days.
- (2) One-half (½) of the unused portion of sick leave, up to a maximum of eighty (80) days shall be paid to each nurse who has five (5) years, or more, seniority on voluntary severance of the nurse's employment from the Hospital.

4. Nurses in the employ of the Hospital on October 23, 1981, shall be governed by the following seniority clause:

A nurse on authorized leave of absence for less than three (3) months shall be re-instated in the nurse's former position or in a position of equivalent status, on return to work, without loss of seniority.

5. Where a casual part-time nurse works on any of the holidays listed in Article 15.01 of the full-time Agreement, the nurse shall be paid at the rate of time and one-half (1½) the nurse's regular straight time hourly rate for all hours worked on such holiday, subject to the application of Article 14.04 regarding hours worked in addition to the full tour.
6. Nurse Practitioner/ R.N.E.C. will be entitled to five (5) weeks vacation following one year of continuous full-time service. Thereafter vacation entitlement increases will be in accordance with Article 16. Scheduling of vacation shall be at a time mutually agreed between the Nurse Practitioner/ R.N.E.C. and the nurse's Manager.

APPENDIX 5 - LOCAL ISSUES

ARTICLE A - RECOGNITION

A-1 The Hospital recognizes the Association as the Bargaining Agent for registered and graduate nurses employed in a nursing capacity by:

Sault Area Hospital

Save and except for Nursing Managers, persons above the rank of Nursing Managers and Health Nurses.

ARTICLE B - MANAGEMENT RIGHTS

B-1 The Association recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain fully, with the Hospital except as limited by a provision of this Agreement. Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, suspend or otherwise discipline nurses, provided that a claim of discharge or discipline including transfer and demotion without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine in the interest of efficient operations and highest standards of service, job rating or classification, the hours of work, work assignment, methods of doing the work and the working establishment for any service;
- (d) determine the number of personnel required, the services to be performed and the methods, procedures, and equipment in connection therewith;
- (e) discuss with the Association, make, enforce, and alter from time to time reasonable rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement.

B-2 It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - INTERVIEW FOR NEW EMPLOYEES

- C-1 The Hospital will give an Association representative an opportunity to interview new nurses during the orientation period.

ARTICLE D - ASSOCIATION REPRESENTATIVES AND COMMITTEES

- D-1 Full-time and part-time nurses under this Agreement will be represented in accordance with the following provisions:

(a) Nurse Representatives

The Hospital acknowledges the right of the Association to appoint or otherwise select one nurse representative for each nursing unit.

(b) Negotiating Committee

A Negotiating Committee comprised of not more than six (6) nurses provided there are not more than two (2) nurses from any unit.

(c) Grievance Committee

A Grievance Committee of not more than five (5) nurses.

(d) Hospital-Association Committee

The Hospital-Association Committee will be composed of five (5) nurses appointed by the Association and five (5) members appointed by the Hospital.

(e) Professional Development Committee

A Professional Development Committee will be comprised of not more than four (4). One of these members will be the Bargaining Unit President or designate.

- (f) The Local O.N.A. President and the appropriate Hospital Vice President may sit as ex officio on committees noted in (b), (c) and (d) above.

ARTICLE E - SENIORITY LISTS

- E-1 Seniority lists will be posted semi-annually March 31st and September 30th. Upon the posting of the seniority lists, employees shall have sixty (60) calendar days in which to file complaints and if no complaints are filed, it is deemed that the seniority list as posted is correct.

Such semi-annual seniority lists are posted for information purposes only.

Four (4) weeks prior to the posting of the semi-annual seniority lists, the bargaining unit President will be provided with a copy.

ARTICLE F - ASSOCIATION BUSINESS LEAVE

F-1 Association Leave - Local Business

- (a) In making application for leave of absence for Association business, it is understood that the total leave for all nurses affected shall not exceed 200 days in any calendar year.
- (b) The Association will make a written request for such leave at least two (2) weeks in advance and will be given a written reply within five (5) working days after the request is received.
- (c) Provided prior notice is given, a nurse who has a scheduled day off on a day that the nurse is required to attend an Association function will, if the nurse so requests, be granted an additional day off without pay. The original scheduled day off will be treated as a leave of absence for Association business under Article 11.02 of the Central Agreement. Such change shall be scheduled by the Nursing Manager at a mutually agreeable time and will not result in premium payment.
- (d) In any area, a request for a leave of absence shall be as follows:
 - i) The first Association Business Leave will automatically be granted.
 - ii) If by chance requests for Association leave involve more than one person, the second or third leave would be granted depending on:
 - A) Availability of skilled staff for replacement, and
 - B) An understanding by the parties that no more than 2/3 of the regular full-time number of staff in the unit concerned shall be away at any time on any kind of leave.

F-2 Association Leave - Provincial Committee

A nurse who is elected to a Provincial Committee of the Ontario Nurses' Association shall be granted upon request such leave(s) of absence as the nurse may require to fulfil the duties of the nurse's position. Reasonable notice shall be given to the Employer for such leave of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided elsewhere in this Agreement. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

F-3 Local Coordinator 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 leave(s) as the nurse or he may require fulfilling the duties of the position.

Such leave shall be excluded from Union Leave as outlined in Article F-1 (a).

ARTICLE G - SICK LEAVE

- G-1 Nurses shall provide the Hospital with a minimum of six (6) hours' notice, where possible, when cancelling a shift due to sickness or other causes, with the exception of the day tour where as much advance notice as possible will be given.
- G-2
- (a) Nurses being off work on sick leave for one (1) to three (3) days shall provide their Unit Manager or designee with at least eight (8) hours notice where possible of intent to return to work.
 - (b) Nurses being off work on sick leave for more than three (3) days shall provide their Unit Manager or designee with at least twenty-four (24) hours notice where possible of intent to return to work.
 - (c) Nurses off work on sick leave for more than two (2) weeks shall provide their Unit Manager or designee with at least forty-eight (48) hours notice where possible of intent to return to work.
 - (d) The expectation will be that the nurse will notify the nurse's unit of the nurse's absence from work. In the case of an infectious or respiratory disease, the nurse will contact the Occupational Health Nurse.

ARTICLE H - PAID HOLIDAYS

- H-1 The following holidays are the paid holidays referred to in Article 15 of the Agreement:

New Year's Day	August Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Second Monday in June	Christmas Day
Canada Day - July 1	Boxing Day

- H-2
- (a) Lieu days off shall be scheduled at a mutually agreeable time to be taken thirty (30) days before or ninety (90) days after being earned. When full-time nurses are called in on a scheduled "stat" day under Article K-10, their stat will not be returned to their bank. The nurse will be paid the stat and any other applicable payments pertaining to the call in shift.

- (b) Failure of the nurse to request the Lieu Day ninety (90) days after being earned will result in the Unit Manager pre-scheduling said Lieu Day.
- (c) Should the Employer be unable to grant the nurse's request as per H-2 (i), the nurse shall carry a stat over beyond the ninety (90) days of being earned.

H-3 Nurses shall be paid for actual hours worked on a paid holiday.

H-4 The Hospital will make every reasonable attempt for paid holidays to be shared equally amongst the regular part-time nurses in the same unit.

H-5 Where a regular part-time nurse is scheduled to work a weekend when a paid holiday occurs on the Friday or Monday the nurse will also be scheduled to work the holiday where it is available for part-time replacement. This clause is exclusive of Christmas Day, Boxing Day and New Year's Day.

H-6 A part-time nurse scheduled off on a holiday weekend shall have the paid holiday included with the nurse's weekend off.

H-7 The Employer agrees to grant or deny requests for paid holidays and lieu days no later than the date of posting of the schedule provided that such request is made at least two (2) weeks prior to the posting of the schedule.

ARTICLE I - VACATIONS

- I-1
- (a) The cut-off date for determining vacation entitlement is January 1 in any year.
 - (b) A Regular Part-time nurse is entitled to vacation time based on length of employment, as of January 1st in any year. The amount of time off will be the same as that of a Full-time nurse with the equivalent employment time. A regular Part-time nurse may utilize accumulated vacation bank to maintain salary during vacation period.

A nurse will request in writing two weeks prior to taking approved vacation, an amount of monies from the nurse's vacation bank for the purpose of income while on vacation.

Remaining vacation accrual in the nurse's vacation bank shall be paid out at the end of the calendar year on the first full pay period in January.

- I-2
- (a) Vacation selection will be 52 weeks of the calendar year (January 1st to December 31st).
 - (b) When the Hospital institutes a reduction of service in any department that affects staffing patterns, nurses in the affected department will be able to

commonly share this time by utilizing remaining vacation days if they so desire as is the present practice.

- (c)
 - i) For the vacation time period beginning January 1 to December 31, the vacation list will be posted on the 3rd Monday of October to the 3rd Monday of November. The approved vacation list will be reposted by the Manager by the first Monday following December 1st.
 - ii) Nurses shall be allowed to have a total of 37.5 hours of vacation time for nurses working 7.5 and 45 hours of vacation nurses working 11.25 hour tours held outstanding for the purpose of I-2 (h) following the first Monday of March 1st. These hours must be taken prior to the calendar week in which Christmas Day occurs.
- (d) The posted vacation list will contain the following information.
 - i) Names of nurses in order of seniority beginning with the most senior.
 - ii) The hours/shifts of vacation to which each nurse is entitled in accordance with Article 16 will appear on the October schedule.
 - iii) The number of nurses that will be allowed off (both full-time and part-time) at one time during the posted period(s) will be determined by the Unit Manager.
 - iv) The time frame that each nurse has to select the nurse's vacation according to the nurse's seniority.

The selection time frame will differ on each unit as the numbers of nurses (full-time and part-time) vary on each unit. The intent is to have a fair equitable approach for all nurses selecting vacation. No single nurse shall hold up the vacation selection process. Within the time frames of selecting vacation, the most senior nurse will select first and the most junior nurse will select last. Any nurse working in a temporary position, during the vacation selection time period will be included on the vacation selection list of the unit, where they will be scheduled for the majority of prime time (June 1 – September 15). The formula for each nurse to select vacation will be: number of nurses selecting divided by the number of days for which the request time is posted.

- (e) Nurses will exercise their seniority rights when booking vacation.
- (f)
 - i) Vacation lists for full-time will be separate and distinct from part-time and pertain to bargaining unit nurses only.
 - ii) In exercising this right, nurses may only choose two (2) weeks during prime time. Prime time is defined as June 1st to September

15th, the week that includes Christmas Day and the week that includes New Year's Day, unless other arrangements are made between the Unit Manager and the nurse.

For clarity: When September 15th falls Monday to Wednesday the week will not count towards prime time, and where September 15th falls Thursday to Sunday the week will be included as part of prime time.

- iii) Under these conditions should prime time be left open the additional weeks will be available to nurses who do not have two (2) weeks vacation during prime time on a seniority basis.
- (g)
 - i) If a nurse should require a cancellation of booked vacation, the nurse will be entitled to do so providing that the nurse has given written notice to the Unit Manager prior to the unit schedule being posted.
 - ii) Only for an extenuating circumstance shall a nurse be allowed to cancel the nurse's approved vacation once the unit schedule is posted, such request will not be unreasonably denied. Article 16.05 shall apply. In the event that this occurs, the Hospital is under no obligation to reinstate the previously scheduled shifts and the nurse will not be entitled to exercise bumping rights nor shall the nurse be allowed to displace another nurse from the nurse's approved vacation.
 - iii) In the event that a nurse cancels approved vacation after the completion of the vacation booking process the Hospital is under no obligation to offer the available vacation to other nurses. Should the Hospital opt to allow the available vacation to be granted to another nurse, the vacation time will be granted to the nurse which has requested these days/weeks first.
- (h) Where possible, the Hospital shall endeavour to grant single vacation day requests.
- (i) Where there are extenuating circumstances, a nurse may request from the Director of the Unit Program or designate the opportunity to carry over up to fifteen (15) days of vacation to the next vacation year.

I-3 Vacation monies owing as a result of 16.06 of the central agreement will be paid on the second pay cheque in February following the end of the vacation year.

I-4 A full-time nurse's vacation pay and pay for time worked shall be available to the nurse on the last day to be worked previous to vacation time, provided that the nurse submits in writing to the Unit Manager a request for vacation pay two (2) weeks prior to vacation time.

- I-5 Pre-approved vacation will be counted towards commitment at the time of initial posting, based on seniority and the number of hours available. For example, if the nurse was to have four (4) shifts over four weeks and takes one-week vacation, then the one-week of vacation would be counted as one shift. If the nurse takes two weeks vacation, then the vacation would be counted as two shifts. Less than one week of vacation will not be counted toward commitment.
- I-6 The parties agree that when a master rotation is changed, the following terms will apply;
- (a) The vacation reselection will only occur after:
 - i) The new master rotation prepared by the Hospital has been posted;
 - ii) The Hospital has determined which line within the master each individual nurse has been assigned; and
 - iii) The week the new master rotation will commence.
 - (b) The Manager of the unit concerned will post a memorandum at least two (2) weeks prior to the start of the reselection time frame for the required reselection, advising nursing staff of reselection and the reposting date. A copy of this memorandum will be provided to the Union.
 - (c) Nurses who have approved vacation on the existing list during the time frame impacted by the new master rotation will be asked in the memorandum to indicate whether they would like to keep the already approved vacation time. They will make this selection within four (4) days of the posting of the memorandum.
 - (d) Thereafter, nurses will make their indication known as follows:
 - i) If they would like to reschedule their vacation, they must mark the dates(s) in pen, in which event it will be considered based on the criteria set out in the posted memorandum;
 - ii) If the nurse is not available to make the selection in person, they may phone in their selection, failing which they can leave their selection with the Manager.
 - (e) The Hospital will then post the new vacation list in accordance with the criteria in Article I-2 (d).
 - (f) In departments/units where there are thirty (30) or less full-time nurses, each individual nurse's time frame for reselection shall be no less than one (1) day (24 hours) starting at 0700 hours. In those departments/units where there are more than thirty (30) full-time nurses, the reselection process must be completed within thirty (30) days and the time frame for reselection will be based on a formula of the number of full-time nurses selecting divided by thirty (30) days, provided that an endeavour will be made to have

the most senior make their selection as quickly as possible, to give each of the other nurses a day to make their selection.

- (g) The approved new vacation list will be posted by the Manager within a maximum of seven (7) days.

ARTICLE J - HOURS OF WORK

- J-1 The Hospital operates 24 hours per day, seven days a week.
- J-2 Day shift is recognized as the first shift of the day.
- J-3 The Hospital shall continue its current scheduling practice relative to rest periods.
- J-4 If requested by the nurse, the Hospital shall allow the practice of time off with pay in lieu of overtime payment. Such hours may be taken as time off during booked unit closure or at a time mutually agreeable to the Hospital and the employee. Alternatively, it may be requested as a pay out on pay periods where the nurse has five (5) shifts or less. The request for pay out will need to be submitted two weeks in advance of the pay period. All unused lieu hours will be paid out in the second pay in January of each year.

ARTICLE K - SCHEDULING REGULATIONS

- K-1
 - (a) For the purposes of Article K predetermined shall mean the original posted schedule.
 - (b) The parties agree to establish Master (cyclic) Rotations consisting of 1950 hours per year.
 - (c) Nursing schedules will be posted four (4) in advance of the expiration of the posted schedule and shall cover an eight (8) week period.
 - (d) Request for Tour Changes

A nurse must give the Manager or designate, via the electronic scheduling program, at least 24 hours notice of intent to exchange a shift. The accepting nurse(s) must accept the shift exchange electronically. Shift exchanges involving one or more part-time nurse(s) may be done over the course of the schedule that is live in the electronic scheduling system. Shift exchanges involving extended tours and 7.5 hour tours may be allowed. Nurses may be allowed to exchange 12 hour tours resulting in a 2D/2N schedule. Shift exchanges, including shifts offered following the shift exchange will not result in premium payment and is subject to the approval of the manager or designate.

Three eight (8) hour shifts may be traded for two (2) twelve (12) hour shifts.

Partial tours may be traded for partial tours (e.g. four (4) hours for four (4) hours, minimum hours to be traded). Partial tour exchanges may be denied due to continuity of patient care.

(e) Time Off at Christmas or New Year's

- i) It is understood it may be necessary to waive the master rotation between December 15 to January 15. This does not apply to nurses who are working AAPP schedules.
 - ii) The Hospital will endeavour to provide a minimum of five (5) consecutive days off either at Christmas or New Years. For the purpose of this Article, "Christmas" shall be defined as December 24, 25, and 26 and "New Year's" shall be defined as December 31 and January 1.
 - iii) The Hospital will endeavour to alternate time off between Christmas and New Years from year to year based on the previous years predetermined schedule.
 - iv) The Christmas schedule will be posted by November 15th.
 - v) K-1 (c) will not be waived.
- (f) An agreement by a nurse to do additional tours or change tours as requested by the Hospital is not to be construed to be a waiver of premium pay where applicable.
- (g) A full-time nurse may request to work a permanent evening or night shift. Where such request is made the following conditions shall apply:
- i) The nurse will submit a written request to the Manager with a copy to the Union.
 - ii) The Manager will provide a written response to the nurse stating the nurse's ability to honour such a request, with the provision that either the nurse or the Manager may discontinue the scheduling arrangement with four (4) weeks written notice. A copy of such response shall be forwarded to the Union.
 - iii) The Collective Agreement shall apply with the exception of K-3 (d) and K-4 (f).
 - iv) The permanent shift arrangement applies to the individual nurse, not to the position and therefore when a nurse vacates such arrangements, said vacant line will revert back to a regular rotating line consistent with the remainder of the master rotation.

- v) A nurse on permanent evening or night shift will twice a year spend two (2) weeks on day shift at a mutually agreeable time. These intervals will be at least three to four months apart.
- (h) The Hospital shall endeavour to equally distribute standby duty amongst nurses who normally perform such duty, on a rotating basis.
- (i) A tour of duty may only be scheduled with the hours of work running consecutively.
- (j) The Hospital shall endeavour to equitably distribute standby duty for paid holidays and long weekends on a rotating basis.
- (k) Casual nurses shall not be pre-booked unless there are no regular part-time nurses available at straight time.
- (l) Reassignment shall be in reverse order of seniority of qualified nurses. The Hospital will endeavour to not reassign nurses who are completing orientation.

K-2 The casual part-time nurse will be called for extra and uncovered shifts in accordance with Article K-1 (k) on the basis of seniority, until the casual nurse has the number of tours the nurse wishes or is in an overtime position.

K-3 7½ Hour Tours

- (a) A nurse will not be scheduled to work more than seven (7) consecutive days without receiving two (2) consecutive days off or premium payment shall be paid.
- (b)
 - i) A full-time nurse shall not be required to commence work within 16 hours of completing a scheduled tour or premium payment shall be paid.
 - ii) A part-time nurse shall not be required to commence work within 12 hours of completing a scheduled tour or premium payment shall be paid.
- (c) A full-time nurse who normally rotates on shifts shall not be scheduled to work more than two (2) consecutive weeks on any one shift without the nurse's consent.
- (d) At least fifty percent (50%) of the full-time nurse's tours shall be on the day shift.
- (e) Weekends Off
 - i) The Hospital will grant at least every second weekend off.

- ii) A Full-Time nurse will receive premium pay as outlined in the contract for all hours worked on a second consecutive and subsequent consecutive weekend, save and except where:
 - A) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - B) such nurse has submitted in advance to the Unit Manager a request for weekend work only and such request has prior approval of the Unit Manager. The request will also contain the duration of the weekend work.
 - C) such weekend is worked as the result of an exchange of shifts with another nurse.
- iii) A Part-Time nurse will receive premium pay as outlined in the contract for all hours worked on a second consecutive weekend save and except where:
 - A) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - B) such nurse has submitted in advance to the Unit Manager a request for weekend work only and such request has prior approval of the Unit Manager. The request will also contain the duration of the weekend work.
 - C) such weekend is worked as the result of an exchange of shifts with another nurse.
- iv) In the event that a casual part-time nurse is called in for weekend work due to the unavailability of part-time staff at a straight time hourly rate, such weekends will not be subject to premium pay save and except the fourth consecutive weekend worked.
- v) Definition of a Weekend Off
 A weekend off is defined as at least fifty-six (56) consecutive hours off work from the completion of the Friday shift until the beginning of the Monday day shift.

K-4

11.25 Hour Tours(a) Introduction

Extended tours shall be introduced into any unit when:

- i) sixty percent (60%) of the nurses in the unit so indicate by secret ballot; conducted by the Union; and

- ii) the Hospital agrees to implement extended tours. Such agreement shall not be withheld in an unreasonable or arbitrary manner.

(b) Discontinuation

Extended tours may be discontinued in any unit when:

- i) sixty percent (60%) of the nurses in the unit indicate by secret ballot; conducted by the Union or
- ii) the Hospital, because of:
 - A) adverse effects on patient care,
 - B) inability to provide a workable staffing schedule,
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, states its intention to discontinue the extended tours in the schedule.
- iii) When notice of discontinuation is given by either the Association or the Hospital in accordance with paragraph (b) above; then
 - A) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - B) where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
- (c) Nurses shall not be required to work more than three (3) consecutive tours or two (2) extended day tours followed by two (2) extended night tours (Day, Day, Night, Night) or premium payment shall be paid. After three (3) consecutive tours or two (2) extended day tours followed by two (2) extended night tours (Day, Day, Night, Night) nurses shall have at least two (2) days off in a row or premium payment shall be paid.
- (d) The introduction of 2D/2N (Day, Day, Night, Night) into a schedule will be implemented when sixty percent (60%) of the unit staff vote in favour by secret ballot conducted by the Union.
- (e) Weekends Off
 - i) Nurses shall have every second weekend off.
 - ii) A Full-Time nurse will receive premium pay as outlined in the contract for all hours worked on a second consecutive and subsequent consecutive weekend, save and except where:

- A) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - B) such nurse has submitted in advance to the Unit Manager a request for weekend work only and such request has prior approval of the Unit Manager. The request will also contain the duration of the weekend work.
 - C) such weekend is worked as the result of an exchange of shifts with another nurse.
- iii) A Part-Time nurse will receive premium pay as outlined in the contract for all hours worked on a second consecutive weekend save and except where:
- A) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - B) such nurse has submitted in advance to the Unit Manager a request for weekend work only and such request has prior approval of the Unit Manager. The request will also contain the duration of the weekend work.
 - C) such weekend is worked as the result of an exchange of shifts with another nurse.
 - D) In the event that a casual nurse is called in for weekend work due to the unavailability of part-time staff at the straight time hourly rate, such weekends will not be subject to premium pay save and except the fourth consecutive weekend worked.
- iv) Definition of a Weekend Off
- A weekend off is defined as at least fifty-six (56) hours consecutive hours off work from the completion of the Friday day shift until the beginning of the Monday day shift.
- (f) At least fifty percent (50%) of a full-time nurse's tours will be day tours or premium payment shall be paid.
 - (g) A nurse shall not be required to commence work within twelve (12) hours of completing a scheduled tour or premium payment shall be paid on the next tour the nurse is required to work.
 - (h) On the predetermined schedule the Hospital will schedule nurses with forty-eight (48) hours off after two (2) or more night shifts or premium pay shall be paid.

K-5 Four-Hour Tours

No part-time nurse will be required to work four (4) hour tours without their consent.

K-6 Where the Hospital or a nurse wishes to work shifts other than those outlined in Article 13, the parties will endeavour to agree on the terms to be negotiated, including implementation, trial period and discontinuation.

K-7 A regular part-time nurse must agree to work a pre-determined schedule and the nurse's commitment will include:

- (a) to be available to work twelve (12) months a year, subject to the vacation language outlined in the Collective Agreement.
- (b)
 - i) a part-time nurse can be scheduled for up to twelve (12) 7.5 hour tours or eight (8) 11.25 hour tours or the equivalent per four (4) week period.
 - ii) notwithstanding that the commitment is over a four (4) week period the Employer will endeavour to schedule up to forty-five (45) hours per pay period on the posted schedule unless it is necessary to do otherwise in order to meet the nurse's commitment.
- (c) to be available to work every second weekend.
- (d) to be available to work three (3) shifts (ie: days, evenings, nights).
- (e) to be available to work four (4) statutory holidays in one year, in addition to Christmas or New Year.
- (f) allowances for an exchange of tours will be allowed over the period of the live schedule in the electronic scheduling system.

For the purpose of the above, pre-determined is understood to mean booked on the posted schedule.

K-8 (a) All available part-time day tours shall be equally distributed when an eight (8) week schedule is posted. However, if Saturday and Sunday day tours are available, there will be no obligation to assign the days to more than one (1) nurse provided that:

- i) no individual nurse exceeds the nurse's commitment when, as a result, there is any nurse who has not reached commitment.
- ii) day tours on a Saturday/Sunday of a weekend will be scheduled by rotation based on seniority.

- (b) The Hospital shall assign available shifts, on an equitable basis, to regular part-time nurses up to their commitment on the posted scheduled on each unit.
- (c) If weekend tours are available, there will be no obligation to assign the tours to more than one nurse. If as a result of assigning the weekend tours to one nurse, the nurse will exceed the number of tours under equal distribution, the most senior part-time nurse will be assigned to those tours. As much as possible, weekend tours will be equally distributed.

For purposes of this Article, a weekend tour will be defined in Article K-3 (e) v) and K- 4 (e) iv).

- (d) Should there be a unit that part-time nurses are not prescheduled to commitment, all extra and uncovered shifts will be offered to the regular part-time nurses on the unit, based on seniority and commitment. Once all regular part-time nurses have reached commitment, the Employer may re-assign a Float Pool nurse.
- (e) Should the Employer not re-assign a Float Pool nurse to the unit's extra and uncovered shift, after all regular part-time nurses have had the opportunity to be scheduled to commitment, the extra shift(s) may be offered to regular part-time nurses on the unit, on the basis of seniority until the senior regular part-time nurse on the unit has the number of tours the nurse wishes or is eligible for the payment of premium pay (i.e. time and one half) for any of the hours in question. The remaining available tours will be offered to the next senior regular part-time nurse in the same manner and so on.
- (f) Where no regular part-time nurse is willing to perform the available work, the tour will be offered to casual part-time nurses.
- (g) All shifts worked will be counted towards the part-time nurse's commitment, with the exception of settlement of grievances by mutual agreement and shifts offered to resolve scheduling errors.
- (h) When a part-time nurse calls in sick, that sick call will not count towards the nurse's commitment.

K-9 In the event of cancellation/layoff, the most junior nurse on that shift is affected.

K-10 If all available nurses will incur premium for a given shift, then the shift will be offered by seniority to the nurse on the unit who will incur the least premium (wage is not a factor in the determining of premium), whether that nurse is full-time, or part-time. If all available nurses on the unit incur equal premium then the shift will be offered to part-time nurses on the unit in accordance to Article K-8, then the full-time nurses on the unit according to seniority, including nurses who are on approved vacation. Once the foregoing has been exhausted the shift may be offered to nurses working other units.

K-11 Lieu day requests (Stat/Vacation/Time Back) will be forwarded to the Nurse Manager or delegate in writing two (2) weeks prior to the posting of the eight (8) week schedule whenever possible. If the Nurse Manager or delegate is unable to grant the lieu day, the Manager or delegate will notify the member in a timely manner.

Please Note: Lieu Day requests will take precedent over unapproved Leave of Absence requests.

K-12 Leave of Absence requests are approved by the Nurse Manager and will not incur premium.

- (a) Pre-submitted Leave of Absence requests with the earliest date of submission will be given first consideration.
- (b) Leave of Absence's will be offered on a seniority basis.

K-13 If acuity changes, the Manager will offer the option of a Leave of Absence as follows:

- (a) Premium nurse.
- (b) Pre-submitted request.
- (c) Most senior full-time nurse downward to most junior full-time nurse.
- (d) Most senior part-time nurse downward to most junior part-time nurse.

K-14 Relief Period/Breaks

Should a nurse miss the nurse's entitled relief period/break, said missed relief period/break can be attached to the next relief period/break. Should a nurse not be able to attach a missed relief period/break to the nurse's next relief period/break, said nurse shall be paid in accordance with Article 13.01 (d).

K-15 Self-Scheduling

- (a) Self-scheduling will be introduced into any unit when:
 - i) ninety percent (90%) of the nurses in the unit so indicated by secret ballot. The secret ballot vote will be conducted by the Association and reported to the Unit Manager; and
 - ii) the Hospital agrees to implement self-scheduling.
- (b) Self-scheduling shall be guided by the following principles:
 - i) Employees participating in self-scheduling will be responsible for scheduling their paid holidays and lieu days.

- ii) The Unit Manager will review and approve the schedules to ensure that adequate coverage is maintained. Such approval will not be unreasonably withheld.
 - iii) All other provisions of the Collective Agreement shall apply to the self-scheduling nurse.
 - iv) A subsequent vote will not be repeated unless six (6) months has elapsed from the date of the initial vote.
 - v) Self-scheduling introduced on any unit must continue for a minimum of six (6) months before another vote can be taken.
- (c) Self-scheduling may be discontinued in any unit when:
- i) Seventy-five percent (75%) of the nurses in the unit so indicate by secret ballot; or
 - ii) If, at any point, the Hospital because of:
 - A) adverse effect on patient care, or
 - B) inability to provide a workable staffing schedule, or
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- (d) When notice of discontinuation is given by either party, in accordance with (c) above, then:
- i) the parties will meet within two (2) weeks of the notice to review the discontinuation; and
 - ii) Where it is determined that self-scheduling will be discontinued, affected nurses will be given thirty (30) days notice and the schedules will not be amended until the beginning of the next posted schedule after the notice period.

K-16

Hybrid Schedule

- (a) Nurses shall not be required to work a combination of consecutive 7.5 and 11.25 hour tours that exceeds 52.5 hours or premium pay will be paid for any additional hours.
- (b) Following the 52.5 hours, nurses will have forty-eight (48) hours off or premium pay will be paid.

K-17

Standby

- (a) The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on any unit and/or any significant changes in unit standby scheduling practices.
- (b) The Hospital shall endeavour to schedule standby assignments equitably, amongst nurses in any unit utilizing standby on a rotating basis.
- (c) Standby shall be assigned on the schedule at the time of posting.
- (d) A full-time and part-time nurse will not be scheduled for standby on a scheduled weekend off or on a scheduled day off for full-time only.
- (e) Standby for full-time nurses will only be attached to a pre-scheduled evening tour and shall only be for a maximum of 8 hours.
- (f) Standby for part-time nurses will either be attached to a pre-scheduled evening tour and shall only be for a maximum of 8 hours or will only be pre-scheduled as a 12 hour standby tour, attached to no other pre-scheduled tour.
- (g) The Hospital shall endeavour to equitably distribute standby duty for paid holidays and long weekends on a rotating basis.
- (h) When a nurse is called in from standby the Hospital will not require the nurse to return to regular duties without at least 8 hours of time off. Where such time off extends into the nurse's next regular scheduled shift the nurse will maintain the nurse's regular earning, seniority & service for that full shift.
- (i) Where a nurse receives a "work" telephone call while on standby the nurse shall be paid premium pay for the actual time of the call(s) to the next increment of ¼ hour.

K-18

10-Hour Tours

- (a) The Hospital will agree to implement a rotation of ten (10) hour tours in a Unit when:
 - i) Sixty percent (60%) of the nurses in the Unit so indicated by secret ballot, conducted by the Union; and
 - ii) The Hospital and the Association agree to implement the ten (10) hour rotation. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) The ten (10) hour tours may be discontinued in the Unit(s) when sixty percent (60%) of the nurses in the Unit so indicated by secret ballot, conducted by the Union.

When notice of discontinuation is given by either party in accordance with the above, then:

- i) the parties shall meet within two (2) weeks of giving notice to review the request for the discontinuation; and
- ii) when it is determined that the ten (10) hour tour will be discontinued, affected nurses shall be given six (6) weeks' notice before the schedules are so amended.

(c) Hours of Work

- i) For nurses working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of the thirty-seven and one-half (37½) minutes unpaid meal time.
- ii) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37½) minutes.
- iii) At least fifty percent (50%) of the full-time nurse's tours shall be on the day shift.

(d) Paid Holidays

- i) 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.
- ii) It is understood that full-time nurses working in the pre- and post-partum clinic and the combined care unit shall be scheduled to work 1950 hours in a year.

(e) Vacations

Vacation entitlement for nurses working ten (10) hour tours shall be converted as follows:

Current Week Entitlement	Working Days Off	Equivalent Paid Hours
3	12	112.5
4	16	150.0
5	20	187.5
6	24	225.0
7	28	262.5

(f) Scheduling Objectives

The following scheduling objectives contained in the Collective Agreement shall apply to all nurses working ten (10) hour tours as follows:

- i) Nurses shall not be scheduled to work more than four (4) consecutive 9.375-hour tours. Should a nurse work more than four (4) consecutive tours, the nurse shall be paid in accordance with Article 14.03 for all hours worked on the fifth (5th) and subsequent tours until time off is scheduled.
- ii) At least 14 hours time off will be scheduled between tours.
- iii) Every second (2nd) weekend will be scheduled off unless otherwise agreed upon between the Hospital and the individual nurse.

A nurse will receive premium pay in accordance with Article 14.03 for all hours worked on a second (2nd) consecutive weekend and subsequent weekend save and except where:

- A) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - B) such nurse has submitted in advance to the Unit Manager a request for weekend work only and such request has prior approval of the Unit Manager. The request will also contain the duration of the weekend work; or
 - C) such weekend is worked as a result of an exchange of shifts with another nurse.
- iv) Master schedules will be posted two (2) weeks in advance for an eight (8) week period.
 - v) It is understood that it may be necessary to waive the master rotation between December 15 and January 15. The Hospital will endeavour to provide a minimum of five (5) consecutive days off either at Christmas or New Years. Christmas shall be defined as December 24, 25, 26 and New Years' shall be defined as December 31 and January 1.
 - vi) A nurse must give the Hospital in writing at least twenty-four (24) hours notice of intent to exchange a shift together with an undertaking signed by the nurse willing to accept such exchange. Such exchange in tours will not result in premium payment and is subject to the approval of the Hospital.

K-19

Shift Distribution Errors

- (a) Where a nurse is not called in for a tour in accordance with the Collective Agreement, has been disadvantaged by such action and does not have an

opportunity to become aware of the scheduling error prior to the missed shift being worked, the Unit Manager will proceed as follows:

- i) Schedule one "extra" shift within sixteen (16) weeks. For the purpose of this agreement, an "extra" shift is defined as a shift, which is in addition to the shifts scheduled to provide the regular staffing complement and will not be counted towards the nurse's commitment.
 - ii) Such shift will be in addition to the nurse's regular schedule.
 - iii) For part-time nurses, scheduling of the extra shift will be mutually agreed and will be scheduled within sixteen (16) weeks. The tour will be paid at the straight-time hourly rate or the applicable over-time rate if the shift missed was at premium.
 - iv) For full-time nurses, scheduling of the extra shift will be mutually agreed upon by the Unit Manager and the nurse will be scheduled within sixteen (16) weeks. The tour will be paid at the premium rate (1.5 times the regular hourly rate), or such other greater rate or premium the Nurse would have received had the offer been made according to the Collective Agreement.
 - v) When a nurse is scheduled to work an extra shift and a staffing deficiency subsequently arises for that shift which requires a replacement, the Hospital will replace that available shift according to Article K-7, unless that deficiency is a result of a sick call or request for unpaid leave of absence that occurs less than twenty-four (24) hours prior to the beginning of the extra shift.
 - vi) Notwithstanding (v) above, the Hospital may also follow its usual practice in reassigning an available nurse, including but not necessarily the extra nurse, providing that the nurse is qualified to perform the available work.
- (b) Where a nurse is not called in for a tour in accordance with the Collective Agreement, and subsequently has the opportunity to become aware of the error, such nurse must then notify the nurse's Unit Manager or designate of the error. Once the error is confirmed, the nurse who was entitled to the shift will be scheduled for the shift. The part-time nurse who was booked in error may be cancelled and exercise the nurse's rights according to Article 10.08 or 14.12 (b). A full-time nurse who was booked in error may be cancelled and will be paid time and one half the nurse's regular rate of pay for the nurse's next booked shift according to Article 14.12 (a).

For the purpose of this agreement, "opportunity" is defined as the nurse's first shift at work after the scheduling error has been made, but prior to the shift in question being worked. Moreover, should the nurse fail to notify the Manager/Hospital supervisor at the nurse's first opportunity after the

necessary information is available to the nurse, then that nurse forfeits any claim to the missed shift.

K-20

Payment Bargaining Unit President

It may become necessary for the Hospital Management to meet with the Bargaining Unit President to discuss matters arising out of the administration of the Collective Agreement as well as other labour-management issues.

- (a) Where the Hospital requests such meetings and the meetings are scheduled outside of the President's scheduled hours of work, then the Hospital will compensate the President for time spent at such meetings. Such compensation shall be in the form of payment at the President's straight-time hourly rate. Such payment, however, shall not exceed a cumulative total of fifteen (15) hours per month.
- (b) To qualify for such payment, the President will submit at the end of each month, a record of the times and dates of these meetings to the Manager, Human Resources. Payment will be issued on the President's next payroll cheque, subject to all applicable taxes.
- (c) Notwithstanding the above, the President may, at the time of submitting the monthly record, request time off in lieu of payment. Such request will be considered by the Manager, Human Resources and the President's Unit Manager. If approved, then the Unit Manager and the President will mutually agree on when the time will be taken.

K-21

Where a nurse is required to work beyond the nurse's regular scheduled shift or is required to return to work under Article 13.01 or 13.02 the nurse will not be required to return to regular duties without at least 8-hours of time off. Where such time off extends into the nurse's next regular scheduled shift the nurse will maintain the nurse's regular earning, seniority and service for that full shift.

Should a nurse elect not to report in for the nurse's next regularly scheduled shift after eight (8) hours of time off the nurse forfeits the nurse's entitlement to earnings, seniority, and service for that shift.

K-22

Weekend Worker

The Association and the Hospital agree to implement unit weekend schedules according to Article 13.04 of the Collective Agreement.

- 1. The creation of weekend worker positions will not result in the long-term layoff of any full-time or regular part-time Registered Nurse. The weekend worker position will be posted and filled in accordance with Collective Agreement Article 10.07 (a) (I) and (d).
- 2. The Hospital and the Union agree that it is permissible for the Weekend Worker's hours to be averaged over a six (6) week period. Accordingly, it

is permissible for the Weekend Worker to work four (4) 11.25-hour tours over such six (6) week period rather than six (6) 7.5 hour tours.

3. Introduction:

- (a) Position(s) resulting from a vacancy of a Weekend Worker, will be filled in accordance with Article 10.07(d).
- (b) A full-time nurse may request a temporary change in status to weekend worker for a designated period of time. Such requests shall not be unreasonably denied. The vacant original line will not be posted as it is not considered a vacancy according to 10.07 (a) (i).
- (c) Changes to the unit's master rotation as the result of weekend worker positions shall be mutually agreed to by the parties.

4. Discontinuation:

- (a) Either party may discontinue the unit weekend schedule with 60 days notice. Nurses who were successful through the posting process of a weekend worker position shall exercise their bumping rights under the Collective Agreement. Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation shall not be unreasonable or arbitrary.
- (b) The nurse who has changed the nurse's status under Introduction – 3 (b), will provide 60 days notice to the Hospital and the Local Association on the nurse's intent to revert back to the nurse's former full-time status. The unit schedule will not be amended until the beginning of the next posted schedule after the notice period is served. Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation shall not be unreasonable or arbitrary.

5. Paid Holiday Bank:

- (a) When a full-time nurse changes status to a weekend worker, said nurse's paid holidays earned according to H-1, but not yet taken will be transferred to the nurse's paid holiday bank to be utilized in accordance with Article 13.04 (b) (c) (d) (i).
- (b) Should the Weekend Worker revert back to regular full-time status, any earned paid holiday in the paid holiday bank will transfer with the nurse's move to regular full-time status.

6. Vacation:

- (a) Nurses will request their vacation in accordance with Article I of the Local Issues.
- (b) When a full-time nurse changes status to a weekend worker, said nurse's vacation earned but not yet taken will be transferred to the nurse's vacation bank to be utilized in accordance with Article 13.04.
- (c) Should the Weekend Worker revert back to regular full-time status, any earned vacation will transfer with the nurse's move to regular full-time status.

7. Christmas Period:

- (a) As per Article K-1 (e) (ii) the Hospital will endeavour to schedule five (5) consecutive days off during the Christmas and New Years period. The Hospital will allow the nurse to utilize holiday bank for income replacement during the Christmas/New Years period.

8. Miscellaneous:

- (a) Weekend Workers shall be scheduled for on call as per unit practice.
- (b) Part-time nurses who are successful to temporary full-time positions will receive in lieu of benefits on 37.5 hours per week.

K-23

Scheduling Committee

- (a) The parties agree to the formation of a Scheduling Committee to discuss and assist in resolving scheduling issues.
- (b) The committee will be comprised of equal representation from the Union and management. One Union Representative shall be the Bargaining Unit President and one Management Representative shall be the Chief Nursing Officer or designate.
- (c) Terms of Reference will be developed and mutually agreed to by the Committee.

K-24

Definition of a Dayshift

- (a) Day shift will be defined as any shift where the bulk of the hours fall prior to 1500 hours and therefore, could commence any time prior to 1100 hours.
- (b) For the purposes of a single shift lay-off on a day shift, a nurse may displace the least senior nurse whose work the nurse is able to perform on a tour that falls within the definition of a day shift, providing that the number of hours is the same and the tour is on the same day as the lay-off.

- (c) Where there is a change in the schedule from one day shift to another day shift commencing at different start times on the same day, the change will not be considered a change in schedule as defined under Article 14.12. If the nurse is advised of the change and unable to accept it due to extenuating circumstances and the Hospital unilaterally changes the start time, premium pay would be applicable if the change is made with insufficient notice as per Article 14.12.

K-25

Definition of an Evening Shift

- (a) The evening shift, for the purposes of scheduling, will be defined as a shift where the majority of the hours fall after 1500 hours. When there is an even distribution of day hours and evening hours in the shift – the shift will be defined as a day shift for the purpose of K-3 (d) and K-4 (f).
- (b) For the purposes of evening shift differential as outlined in Article 14.10 of the Central Collective Agreement, evening shift will be defined as 1500-2300 hours.

K-26

Definition of a Night Shift

For the purposes of night shift differential as outlined in Article 14.10 of the Central Collective Agreement, night shift will be defined as 2300-0700 hours.

K-27

Flexible Scheduling

The following language will apply to the positions of Community Treatment Coordinator, Clinical Educator, Nurse Practitioners/R.N.E.C. (Registered Nurse Extended Class), Body Access Coordinator (Algoma Regional Renal Program), Infection Control Practitioner, Oncology Patient Support Navigator-Systemic Radiation, Oncology Patient Support Navigator-Surgery, Oncology Team Lead, Telehealth Coordinator, Independent Dialysis Coordinator (Algoma Regional Renal Program).

- (a) The above noted positions will be compensated on the basis of one thousand nine hundred and fifty (1,950) hours in a calendar year. A normal workweek shall consist of thirty-seven and one half (37.5) hours. This applies to full-time positions only.
- (b) Due to the nature of the work of the above noted positions there will be flexible scheduling of hours in accordance with the nurse's workload. The nurse will adjust the nurse's schedule to compensate for the variations. Any need for overtime compensation will be discussed with the nurse's Manager.
- (c) Hours worked in excess of one thousand nine hundred and fifty hours (1,950) hours will be taken as time in lieu at the rate of time and one half, at a time mutually agreeable to the nurse and the Manager. Should the

nurse be unable, due to workload responsibilities, to utilize time in lieu, arrangements will be made with the Manager to address this situation. This may include the payout of time in lieu bank at the appropriate rate.

K-28 The following language applies to the positions of District Stroke Nurse Coordinator, Blood Transfusion Nurse Coordinator and CRUM Case Reviewer.

- (a) The above noted positions will be included in the Bargaining Unit. The Hospital maintains the right to determine the appropriate qualifications for the above noted positions. Where the Hospital decides to post for the above noted positions with qualifications other than a Registered Nurse, it is agreed that such a position will not be included in the Bargaining Unit.
- (b) The above noted positions will be compensated on the basis of one thousand nine hundred and fifty (1,950) hours in a calendar year. A normal workweek shall consist of thirty-seven and one half (37.5) hours. This applies to full-time positions only.
- (c) Due to the nature of the work of the above noted positions there will be flexible scheduling of hours in accordance with workload. The nurse, will adjust the nurse's schedule to compensate for the variations in workload. Any need for overtime compensation will be discussed with the Manager.
- (d) Hours worked in excess of one thousand nine hundred and fifty hours (1,950) hours will be taken as time in lieu at the rate of time and one half, at a time mutually agreeable to the nurse, and the Manager. Should the nurse be unable, due to workload, to utilize time in lieu, arrangements will be made with the Manager to address this situation. This may include the payout of time in lieu bank at the appropriate rate.

ARTICLE L - GENERAL

L-1 Bulletin Boards

- (a) The Association will post on designated bulletin boards notices of appropriate Association affairs and activities signed by a member of the Local Association Executive.
- (b) The Hospital will provide a box on this bulletin board for the purpose of distribution of ONA literature at each site.
- (c) In addition, the Hospital will provide, for the Association's use, a mail box capable of being locked at each site.

L-2 Pay Days

- (a) It is mutually agreed that nurses shall be paid bi-weekly. Regular pay days

shall be every second Friday.

- (b) Payment shall be made by deposit to the account of the nurse in a bank or financial institution of the nurse's choice.
- (c) Each nurse on pay day shall receive in a sealed envelope or electronically a statement of earnings showing gross earnings, all deductions, net earnings, and vacation bank. This electronic statement will be kept confidential and secure within the hospital's current email system. Should the hospital move to an electronic method of communication other than email the hospital will inform the Union of this change at least three (3) months prior to such change taking place.
- (d) In the case of an error in the calculation of the employee's statement of earnings, the Employer shall, upon request of the nurse, provide the nurse with the required earnings via direct deposit no later than three (3) working days following, providing the amount is equivalent of one or more 7.5 hour tours.
- (e) The Hospital will notify the nurse in advance of any pay adjustment exceeding 7.5 hours. Method for repayment of a payroll error shall be mutually agreed upon between the nurse and management.

L-3 Malpractice and Professional Liability Insurance

The Hospital agrees to maintain Corporation insurance to cover nurses in the event of any legal action brought against the nurse or nurses in the course of employment with the Hospital.

L-4 Parking

In the event the Hospital increases the parking rate to the public, the Hospital shall for the January following the increase, offer staff parking cards with the annual rate established as follows:

Full-Time - public rate x 66 2/3 x 200 (rounded to the closest \$5.00)
 Part-Time - public rate x 66 2/3 x 130 (rounded to the closest \$5.00)

L-5 Temporary Job Posting (Full Time)

Full-time workers may apply for temporary full-time vacancies in accordance with Article 10.07 (d). The Hospital reserves the right to consider such applications on an individual basis. Such moves will not be unreasonably denied.

L-6 Notification to Unsuccessful Job Applicants.

The parties agree that any unsuccessful candidate for an ONA job positing will be notified, in writing, within fourteen (14) calendar days of the decision being made.

L-7

Clinical Faculty Work at Sault College – Full-time Nurse(s)

The parties agree that in instances when Full-time nurse(s) are given the opportunity to participate in Clinical Faculty Work at Sault College for a period of not more than one academic year, the following will apply:

- (a) Should a full-time nurse be required to work at Sault College while the nurse is scheduled to work for the Sault Area Hospital, the nurse will be granted the day off and replaced accordingly with the nurse's salary kept whole and shall not suffer any loss of seniority, service or benefits.
- (b) If a full-time nurse works for the College on their scheduled day off, the Manager and the nurse, will mutually agree to "another" day off within the parameters of the pay period.

L-8

Electronic Grievance Forms

- (a) The parties agree to use the electronic version of the ONA Grievance Form at Appendix 1 of the Hospital Central Agreement.
- (b) The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- (c) Electronic grievances may be sent, via email, to the applicable Manager and copied to Human Resources or the identified designate and the grievor(s).
- (d) The electronic signature of the Union Representative or Labour Relations Officer will be accepted as the original signature.
- (e) The Union undertakes to get a copy of the electronic version signed by the grievor(s).
- (f) The parties agree not to use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to Mediation or Arbitration.
- (g) Should the Union wish to move to a different form of submission, this change will not result in any additional cost to the Hospital.

L-9

Electronic Professional Responsibility Workload Report Forms

- (a) The parties agree to use the electronic version of the ONA/OHA Professional Responsibility Workload Report Form (PRWRF) at Appendix 6 of the Hospital Central Agreement.
- (b) The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.

- (c) Electronic PRWRF's may be sent, via email, to the applicable Manager or designate, copying all members submitting the PRWRF's.
- (d) The electronic signature of the Union Representative, Labour Relations Officer and the Manager will be accepted as the original signature.
- (e) The Union undertakes to get a copy of the electronic version signed by the employee(s).
- (f) The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a PRWRF proceed to an Independent Assessment Committee as per Article 8.01.
- (g) Should the Union wish to move to a different form of submission, this change will not result in any additional cost to the Hospital.

ARTICLE M - PRE-PAID LEAVE

- M-1 (a) The Hospital agrees to approve the application of one (1) full-time and one (1) part-time nurse per unit annually for the Pre-paid Leave Plan in accordance with the conditions of the Central Agreement.
- (b) At any given time, there will be only one (1) full-time and one (1) part-time nurse off per unit on the Pre-paid Leave Plan.

ARTICLE N - JOB SHARING

- N-1 If the Hospital agrees to a job-sharing agreement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply:
 - (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
 - (b) Total hours worked by the job sharer 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 and the Unit Manager involved.
 - (c) The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
 - (d) Each job sharing arrangement will be allowed a trial period of sixty (60) combined shifts for the parties to assess suitability, after which period their arrangement is fixed. After the trial period it is understood that nurses may only exit from a job sharing arrangement either by resignation or by being the successful applicant to a posted vacancy.
 - (e) Each job sharer may exchange shifts with the nurse's partner, as well as with other nurses as provided by the Collective Agreement.

- (f) 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.
- (g) Coverage:
 - i) 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 Manager must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
 - ii) In the event that one member of the job-sharing arrangement goes on vacation or any leaves of absence, the coverage will be negotiated with the Unit Manager, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.
- (h) Additional tours that become available will be offered to Job Sharers only after all regular part-time nurses on that unit have been offered the work.
- (i) Implementation
 - i) 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.
 - ii) Any incumbent full-time nurse wishing to share the nurse's position, may do so without having the nurse's 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.
 - iii) If one of the job sharers leaves the arrangement, the nurse's position will be posted. If there is no successful applicant to the posted position, the remaining nurse will revert to the nurse's former position. If the remaining nurse was previously part-time, then the shared position would revert to a full-time position and be posted according to the Collective Agreement.
- (j) Discontinuation
 - i) Either party may discontinue the job-sharing arrangement with ninety (90) days notice.

- ii) 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 O – WORKPLACE SAFETY AND INSURANCE BOARD/L.T.D.

- O-1
- (a) The Hospital will notify the President of the Local Nurses' Association 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. The Hospital will prepare a list of all nurses who have been placed into permanently accommodated positions. This list will be updated and provided to the Association on a monthly basis.
 - (b) When it has been medically determined that an employee is unable to return to the full duties of the nurse's position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.

All agreed upon suitable work arrangements shall be reduced to writing and signed by the employee, Union, and Employer.
 - (c) The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

ARTICLE P - RETURN TO WORK OF DISABLED WORKERS

- P-1
- It may become necessary for the Hospital to meet with the ONA Local Health and Safety Representative to discuss Return to Work Programs and other related matters arising out of the Hospitals' obligation under the Occupational Health and Safety Act.

Where the Hospital requests such meetings and the meetings are scheduled outside of the Health and Safety Representative's scheduled hours of work, then the Hospital will compensate the Representative for time spent at such meetings. Such compensation shall be in the form of payment at the nurse's straight-time hourly rate. Such payment, however, shall not exceed a cumulative total of six (6) hours per month.

The Representative will submit each week, a record of the times and dates of these meetings to the nurse's Manager. Payment will be issued on the nurse's next payroll cheque, subject to all applicable taxes.

- P-2
- Return to Work Committee

The Hospital and the Association are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Hospital, and to meeting the parties' responsibilities under the law.

To that end, the Hospital and the Association agree to cooperate in facilitating the return to work of disabled employees.

- (a) A joint Return to Work Committee (RWC) comprised of an equal number of Association and Hospital representatives will be established. One of the Association representatives will be recognized co-chair. The Committee will meet at least four (4) times each year. The Union Member, if the nurse attends RWC meetings on their day off, will receive pay at straight time or time in lieu where possible for hours spent in RTW meetings. Such hours are invisible for the purposes of determining premium.
- (b) The Hospital will provide an updated list of information to the (RWC) before each quarterly meeting including the following:
 - i) Nurses absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits.
 - ii) Nurses absent from work because of disability who are in receipt of Long-Term Disability benefits.
 - iii) Nurses who have been absent from work because of disability for more than twenty-three (23) months.
 - iv) Nurses who are currently on a temporary modified work program.
 - v) Nurses who are currently permanently accommodated in the workplaces.
 - vi) Nurses who require temporary modified work.
 - vii) Nurses who require permanent accommodation in the workplace.
- (c) A disabled nurse who is ready to return to work will provide the Sault Area Hospital Ability Management Department with medical verification of the nurse's ability to return to work including information regarding any restrictions.
- (d) When a returning nurse is in need of a permanent accommodation the Hospital will notify the RWC co-chairs and will provide to them the information obtained under (c) above.
- (e) As soon as practicable the co-chairs or their designates will meet with the affected nurse and the Manager to create and recommend a return to work plan.

- (f) In creating a return to work plan, the committee and the Manager will examine the disabled nurse's abilities and accommodation needs to determine if the nurse can return to the nurse's:
 - i) original position
 - ii) original unit
 - iii) original unit/position with modifications to the work area and/or equipment and/or the work arrangement
 - iv) alternate positions outside the original unit.
- (g) In creating a return to work plan, the committee will consider the nurse's abilities and accommodation needs, and if the nurse is unable to return work in accordance with Article (f) above, the committee will identify any positions in the Hospital in which the nurse may be accommodated.
- (h) A nurse in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such a nurse will remain on the list of nurses requiring permanent accommodation provided under Article (b) (vii) above.
- (i) The parties recognize that more than one nurse requiring accommodation may be suitable for a particular position or arrangement. In such cases the parties agree that in complying with Articles (f) and (g) and (h) above, they must balance additional factors including in no particular order:
 - i) skills, ability, and experience
 - ii) ability to acquire skills
 - iii) path of least disruption in the workplace
 - iv) the principle that more should be done to provide work to someone who otherwise would remain outside the active workforce
 - v) seniority.
- (j) When more than one nurse is deemed by the committee to be suitable for a particular position or arrangement, and the factors set out in Articles (f), (g), (h) and (i) are relatively equal, seniority shall govern.
- (k) The committee will monitor the status of accommodated nurses and the status of nurses awaiting accommodation.
- (l) The committee will develop and recommend strategies for:

- i) safely integrating accommodated workers back into the workplace;
- ii) educating nurses about the legal, personal, organizational aspects of returning disabled workers to work.

(m) Alternative Placements

- i) Before posting, the Accommodation Committee will examine all vacancies to determine if they can be used to accommodate a disabled nurse who requires accommodation but cannot return to the nurse's home unit in accordance with Article (f).
- ii) If a vacancy is identified as suitable for accommodation purposes, the accommodation will consider:
 - A) whether the unit, after considering all factors including the number of accommodated nurses in the unit, the operational needs of the unit, safety of nurses working in the unit, alternative resources, can reasonably accommodate a nurse.
 - B) whether the posting of the position under the Collective Agreement between the parties may be waived.
 - C) whether a position outside the bargaining unit may be an appropriate position for accommodating a nurse.
 - 1) When the parties agree to a permanent accommodation whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing the details of the accommodation.
 - 2) The parties may agree to a written agreement for temporary accommodations of extended duration.
 - 3) The home position of a nurse requiring permanent accommodation may be posted under the following circumstances:
 - D) The nurse is permanently accommodated in another position or arrangement.
 - E) The weight of the medical evidence establishes that there is no reasonable prospect of a return to the nurse's original position in the foreseeable future.
 - F) The Employer may elect to fill the disabled nurse's home position by posting a temporary to permanent vacancy.

- 1) In so electing, the position will be filled in accordance with the job posting provisions of the Collective Agreement.
 - 2) If and when it is confirmed that the disabled nurse cannot return to the nurse's original position, the position may be offered to the incumbent on a permanent basis.
 - 3) When a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
- G) Filling of a disabled nurse's home position does not remove the Hospital's duty to accommodate that nurse.

ARTICLE Q – VIOLENCE IN THE WORKPLACE

- Q-1 Violence shall be defined as any incident in which a nurse is abused, threatened or assaulted during the course of the nurse's 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 the nurse has been subjected to such incidents shall report this to a supervisor who will make every reasonable effort to rectify the situation.
- Q-2 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 situation and support to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses.
- Q-3 The Hospital will report all incidents of violence to the Joint Health and Safety Committee for review.
- Q-4 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.
- Q-5 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 the nurse's work. Such information shall be submitted in writing to the Union as soon as possible.

- Q-6 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 the nurse's work.

ARTICLE R – MUSCULOSKELETAL INJURY PREVENTION AND CONTROL

- R-1 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.
- R-2 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.
- R-3 The review and revision shall be done more frequently than annually if:
- (a) the Hospital, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or
 - (b) there is a change in circumstances that may affect the health and safety of an employee.
- R-4 The Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation and thereafter as required.

ARTICLE S – NEEDLESTICK/SHARPS SAFETY

- S-1 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.

SIGNING PAGE

Signed at Sault Ste. Marie, Ontario, this 19th, day of November, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Elsie Ivic"

"Breighan Zanetti"
Labour Relations Officer

"Susan Rogers"

"Alisha Byrnes"

"Rosanna Nalsovar"

"Kierston Miron"

"Susan McKinlay"

"Vance Boyer"

"Karen Guzzo"

LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITAL
(hereinafter referred to as the 'Hospital')

And:

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

Re: Composite Positions

The parties agree to the creation of "composite positions" on the following basis:

1. The job posting will clearly indicate the Nursing Units in which the full-time hours will be worked.
2. The nurse in the composite position will be on a master rotation as required under Article K-1.
3. All hours worked by a nurse in a composite position will be distributed and posted between two distinct nursing units.
4. All provisions, including scheduling regulations, in the Collective Agreement will apply to the composite position.
5. The Nurse in the composite position will be assigned to one unit as the nurse's home unit for purposes of vacation, layoff, recall or any other provision dealing with seniority rights.
6. A "proposed" Composite Position not in accordance with the above will be discussed between the parties.

This Letter of Understanding will be attached to and become part of the Collective Agreement and subsequent Collective Agreements as they are negotiated unless amended through negotiations.

Signed at Sault Ste. Marie, Ontario, this 19th, day of November, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Elsie Ivic"

"Breighan Zanetti"
Labour Relations Officer

"Susan Rogers"

"Alisha Byrnes"

"Rosanna Nalsovar"

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LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITAL
(hereinafter referred to as the 'Hospital')

And:

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

Re: Float Pools – RN Float Pool

Whereas the parties wish to provide a method of creating full-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. Float Pool positions will be full-time positions only.
3. Float Pool Nurses are “above” the Units/Program baseline staffing complement. In accordance with Article K-1, unit staff will be utilized first at the time of original posted schedule.
4. In the event of a long term lay off(s) on a specific unit, the Float Pool positions that support that unit will be eliminated first.
5. In the event of reassignment, if a Float Pool nurse is pre-assigned* to a specific unit the nurse will be treated as part of the core staff of that unit. If a float pool nurse is not pre-assigned the nurse will be reassigned as per Article 10.07 (g).

Where nurses are reassigned to meet patient care needs at the Hospital, they will be reassigned to units or areas where they are qualified to perform the available work.

*The definition of “pre-assigned” shall mean knowing the unit of work prior to reporting to work.

6. The Float Pool Nurse who has been pre-assigned will report to the nurse assigned unit at the start of the nurse's scheduled shift.

The Float Pool Nurse who has not been pre-assigned will report to the nurse's home unit at the start of the nurse's scheduled shift for the nurse's assignment.

7. All part-time nurses will be prescheduled to commitment on the original posted schedule. Should there be a unit that part-time nurses are not prescheduled to commitment, all extra and uncovered shifts will be offered to the regular part-time nurses based on seniority and

- commitment. Once all regular part-time nurses have reached commitment, the Employer may assign a Float Pool nurse that "extra and uncovered shift(s)".
8. At the time the Float Pool Position is posted, the job posting will clearly indicate RN Float Pool or Critical Care Float Pool and the hours the nurse will be assigned.
 9.
 - i) Each Float Pool nurse will receive the orientation specific to the applicable unit(s), as mutually agreed to by the nurse and the Patient Care Manager, prior to starting the nurse's Float Pool position.
 - ii) Upon completion of the orientation/familiarization to each area the Patient Care Manager or delegate, and the nurse will review the nurse's competency skills checklist. Should there be any outstanding competencies, the nurse and the manager will set realistic time lines for the completion of all competencies.
 10. The receiving Unit of the Float Pool Nurse will be the Unit responsible for payment of the Float Pool Nurse. Should errors occur pertaining to payment, the Float Pool Nurse will resolve issue with the nurse's appropriate Patient Care Manager as per Article L-2 (d).
 11. The Patient Care Manager responsible for the Float Pool will allocate vacation entitlement as per Article I. The yearly vacation request list will be specific to each independent Float Pool.
 12. A meeting may be called, by either party, as circumstances warrant, to re-negotiate any necessary changes to the terms and conditions outlined above.
 13. This letter is attached to and forms part of the Collective Agreement and replaces all previous Letters of Understanding regarding Float Pool Positions.

Signed at Sault Ste. Marie, Ontario, this 19th, day of November, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Elsie Ivic"

"Breighan Zanetti"
Labour Relations Officer

"Susan Rogers"

"Alisha Byrnes"

"Rosanna Nalsovar"

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"Susan McKinlay"

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"Karen Guzzo"

LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITAL
(hereinafter referred to as the 'Hospital')

And:

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

Re: On Call Sexual Assault Care Centre / Domestic Violence Program

The parties agree without prejudice or precedent to the following:

1. A nurse may not be incumbent to two (2) or more ONA positions, with the exception of the Sexual Assault Care Centre / Domestic Violence (SACC) Program.
2. A nurse may be incumbent to a full-time or part-time position and be incumbent to a casual part-time position within the Sexual Assault Care Centre / Domestic Violence (SACC) Program. It will be understood that if a nurse incumbent to two (2) positions vacates the nurse's position within the SACC Program, for any reason including the position being deemed redundant, said nurse will continue to be incumbent to the remaining position and deemed not to have been laid off.
3. The scheduling provisions contained in Article K-17 (Standby) will apply and Nurses in the SACC program will self schedule based on their availability and in accordance with the Collective Agreement save and except Article K-17 (d), K-17 (f) and K-17 (g) and are amended herein.
 - i) Article K-17 (d)

Full-time and part-time nurses may self schedule themselves for stand-by on a scheduled weekend off or on a scheduled day of for full-time.
 - ii) Article K-17 (f)

Standby for full-time and/or part-time can be attached after working any eight (8) hour day/evening tour and shall only be for a maximum of eight (8) hours.
 - iii) Article K-17 (g)

Nurses may be able to self schedule stand-by for a maximum of forty-eight (48) consecutive hours as long as it is not attached to any other pre-scheduled tour.

4. To maintain the current skill competency required, the Nurse will endeavour to make the nurse available to work a minimum of forty-eight (48) hours per month.
5. Nurses who hold a part-time position in the SACC Program may self-schedule stand-by up to four (4) hours prior to a scheduled eight (8) hour shift.
6. Should the Nurse be unable to provide the on call service required within a three (3) month period, the Manager will arrange a meeting to discuss the Nurse's availability. It is agreed that said meeting will be non-disciplinary.
7. Upon signing this Letter of Understanding and every time a new nurse is hired within the SACC Program, the Inion will be notified in writing of the nurse(s) name and the second nursing unit of said nurse.
8. This Letter of Understanding replaces all other previous Letters of Understanding Re: On Call Sexual Assault Care Centre / Domestic Violence Program.

Signed at Sault Ste. Marie, Ontario, this 19th, day of November, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Elsie Ivic"

"Breighan Zanetti"
Labour Relations Officer

"Susan Rogers"

"Alisha Byrnes"

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LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITAL
(hereinafter referred to as the 'Hospital')

And:

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

Re: Internship Programs

The parties agree, in accordance with Article 9.09 of the Collective Agreement, to establish internship programs to enhance the personal and professional growth and development of nurses and meet projected nursing shortages:

1. The Hospital agrees to notify the Association, in advance, of the Units where internship programs will be developed and the number of internships proposed. Such notification shall be done using a format agreeable to the parties.
2. The Hospital will post for a period of 7 consecutive calendar days for the number of internships required.
3. Selection will be in accordance with Article 9.09 (c) and 10.07 (c) of the Collective Agreement.

Signed at Sault Ste. Marie, Ontario, this 19th, day of November, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Elsie Ivic"

"Breighan Zanetti"
Labour Relations Officer

"Susan Rogers"

"Alisha Byrnes"

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LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITAL
(hereinafter referred to as the 'Hospital')

And:

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

Re: Late Career Initiative

Whereas the Ministry has established the Late Career Initiative to support late career nurses to remain in the workforce by offering opportunities to use their nursing knowledge in alternate roles, the offering of these late career opportunities are agreed to by the parties as follows:

1. The parties will consult prior to any application being made in order to identify work, which could be identified as suitable for purposes of the program, failing which no application will be made. Pursuant to the guidelines, the parties will ensure that front-line nurses are involved in the process prior to any application being made.
2. The late career nurse is required to be 55 (fifty-five) years of age and older.
3. The offer of late career opportunities will be made by filling the identified position with the most senior nurse who has the job experience in the position made available. In the event that the most senior and or any other applicant under the program has no experience in the position identified, the most senior employee will be chosen to fill the position. In the event that the Employer deems that the senior nurse is unsuitable for the position after a training period of three weeks is provided to the nurse, the nurse may be removed and returned to the nurse's former position. Any dispute with respect to this provision will be subject to the grievance and arbitration procedure. The onus will be on the Employer to show that the senior nurse does not possess the basic skills to perform the work assigned to the nurse under the program.
4. No nurse will be adversely affected by the implementation of the Late Career Initiative.
5. The Collective Agreement shall apply when scheduling the late career nurse.
6. The application and implementation or any breach of this Letter of Understanding will be subject to the grievance and arbitration procedure.

Signed at Sault Ste. Marie, Ontario, this 19th, day of November, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Elsie Ivic"

"Breighan Zanetti"
Labour Relations Officer

"Susan Rogers"

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LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITAL
(hereinafter referred to as the 'Hospital')

And:

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

Re: Mentorship Programs

The parties agree, in accordance with Article 9.08(c) of the Collective Agreement, to establish formal mentorship programs to enhance the personal growth and development of a nurse to maximize the nurse's clinical practice. Such program will be in compliance with Appendix 7 Letter of Understanding Re: Mentorship Guidelines of the Central Agreement:

1. The Sault Area Hospital (SAH) Mentorship Program will be posted on each nursing unit for nurses to review.
2. Nurses interested in participating in formal mentoring arrangement will indicate their interest in writing to their Unit Manager.
3. A general notice regarding the Mentorship Program will be posted on the ONA Boards instructing nurses who wish to be Mentors to apply in writing to the nurse's Unit Manager.
4. The Unit Manager will determine the number of mentors allowed on the nurse's unit at one time. All nurses who are successful to a mentor arrangement shall be required to complete a self-directed learning package or complete a Mentorship Workshop. The nurse's salary shall be kept whole while attending this workshop. Should the nurse attend the workshop on the nurse's day(s) off the nurse shall be paid at straight time hourly rate while in attendance at the workshop.
5. The Unit Manager agrees to consult with the nurse being mentored (the mentee) to identify experiences required to meet the nurse's learning needs. A request by a nurse for Union Representation at such meeting will not be denied.
6. The Unit Manager will select and assign the mentor for a given mentorship arrangement based on the needs of the nurse being mentored and the skill, ability and experience of the nurse assuming the mentor role. The Hospital agrees to ensure opportunities are shared amongst the staff qualified and willing to mentor.
7. The Unit Manager, mentee, mentor and a nurse/patient educator will meet prior to the start of all mentoring arrangements to develop a learning plan that outlines goals/expectations, feedback, evaluation and timeframes. A copy of this plan will be provided to the mentee and the mentor. Any changes to the learning plan will be documented and provided to the Unit Manager, the mentee and the mentor. Barriers encountered during the program will be brought to the Unit Manager's attention.

8. The Mentor shall be paid mentorship pay when the nurse is assigned to mentor the mentee on the nurse's pre-scheduled shift(s) and/or the nurse attends meetings called by the Hospital outside the nurse's pre-scheduled shift(s) regarding the mentoring arrangement.

Signed at Sault Ste. Marie, Ontario, this 19th, day of November, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Elsie Ivic"

"Breighan Zanetti"
Labour Relations Officer

"Susan Rogers"

"Alisha Byrnes"

"Rosanna Nalsovar"

"Kierston Miron"

"Susan McKinlay"

"Vance Boyer"

"Karen Guzzo"

LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITAL
(hereinafter referred to as the 'Hospital')

And:

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

Re: Registered Nurse First Assist

1. The Registered Nurse First Assist (RNFA) will be compensated on the basis of one thousand nine hundred and fifty (1,950) hours in a calendar year. A normal work week shall consist of thirty-seven and one half (37.5) hours.
2. Due to the nature of the work of the RNFA, there will be a flexible scheduling of hours in accordance with workload. The RNFA, will self-schedule to compensate for the variations in workload.
3. Hours worked in excess of one thousand nine hundred and fifty (1,950) hours will be taken as time in lieu at the rate of time and one half, at a time mutually agreeable to the RNFA and the manager and in accordance with Article J-4.

This Letter of Understanding replaces all other previously signed letter and will be attached to and become part of the Collective Agreement. A meeting may be called by either party as circumstances warrant renegotiating any changes necessary.

Signed at Sault Ste. Marie, Ontario, this 19th, day of November, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Elsie Ivic"

"Breighan Zanetti"
Labour Relations Officer

"Susan Rogers"

"Alisha Byrnes"

"Rosanna Nalsovar"

"Kierston Miron"

"Susan McKinlay"

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"Karen Guzzo"

LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITAL
(hereinafter referred to as the 'Hospital')

And:

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

Re: New Graduate Initiative

With respect to the New Graduate Initiative and the Letter of Understanding Re: Supernumerary Positions, the parties agree to the following:

1. The Union will be provided with a list of all supernumerary appointments posted on the Ministry Portal at the time of posting. The successful applicants to the supernumerary appointments will be provided to the Union at the Hospital Association Committee.
2. All supernumerary nurses will receive two (2) weeks of general hospital orientation. The Union will have an opportunity to meet all supernumerary nurses at hospital orientation.
3. Such supernumerary nurses are above unit staffing complement on any given shift.
4. The Union will be provided with a list of all mentors for each supernumerary nurse prior to the supernumerary nurse(s) starting employment on the identified unit. The parties agree that the Hospital will use the current list of mentors for the mentorship of these supernumerary appointments.
5. The duration of such supernumerary appointments will be offered according to the period of funding as per the Ministry of Health and Long Term Care funding agreement. Any other such period shall be mutually agreed to by the parties.
6. The Hospital agrees to advise the Union of any additional appointments to supernumerary positions at the Hospital Association Committee.
7. The Union will be provided with a monthly report of the status of the supernumerary appointments. The parties further agree to discuss the supernumerary appointments at the prescheduled Hospital Association Committee meetings.
8. This agreement is made without prejudice and precedent to either party.
9. Any disagreements between the parties will be resolved through the grievance arbitration process of the Collective Agreement.

Either party may call a meeting as circumstances warrant re-negotiating any changes necessary.

Signed at Sault Ste. Marie, Ontario, this 19th, day of November, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Elsie Ivic"

"Breighan Zanetti"
Labour Relations Officer

"Susan Rogers"

"Alisha Byrnes"

"Rosanna Nalsovar"

"Kierston Miron"

"Susan McKinlay"

"Vance Boyer"

"Karen Guzzo"

LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITAL
(hereinafter referred to as the 'Hospital')

And:

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

Re: Article 13.03 Innovative Unit Scheduling

Whereas the parties agree, without prejudice or precedent, to enter into Innovative Unit scheduling for the – Ophthalmology Day Care/Clinic, the following will apply;

1. Such Innovative Unit Scheduling shall only apply to part-time nurses.
2. The Employer may schedule a regular part-time nurse either a 6 (six) hour or 6.5 (six and one half) hour shift only with the consent of the nurse.
3. Either party may discontinue the Innovative Unit Scheduling with 60 (sixty) days notice. It is understood that such discontinuation shall not be unreasonable or arbitrary.
4. When notice of discontinuation is given in accordance with item #3 above then:
 - (a) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - (b) where it is determined that the Innovative Unit Schedule will be discontinued, the schedule will be so amended at the beginning of the next posted schedule after the notice period is served or at an alternate date mutually agreed to by the parties.
5. The parties agree that all the terms and conditions of the Collective Agreement as outlined in the Central Document and Local Provisions shall apply, save and except those provisions modified by this Letter of Agreement.
6. Any disagreements between the parties will be resolved through the grievance arbitration process of the Collective Agreement.
7. Either party may call a meeting as circumstances warrant re-negotiating any changes necessary.

Signed at Sault Ste. Marie, Ontario, this 19th, day of November, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Elsie Ivic"

"Breighan Zanetti"
Labour Relations Officer

"Susan Rogers"

"Alisha Byrnes"

"Rosanna Nalsovar"

"Kierston Miron"

"Susan McKinlay"

"Vance Boyer"

"Karen Guzzo"

LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITAL
(hereinafter referred to as the 'Hospital')

And:

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

Re: Innovative Schedule - PACT

Whereas the parties agreed without prejudice or precedent to implement the attached schedule (known as Appendix A); and

Whereas the attached schedule is in violation of Article K-3 (b) i); and

Whereas the parties are still interested in honouring that agreement without prejudice or precedent the parties agree to the following:

1. This agreement is made between the parties as an Innovative Schedule under Article 13.03.
2. The parties agree that the premium paid as per Article K-3 (b) i), will be waived if the shifts worked are those provided for on the attached schedule.
3. Should either party wish to discontinue the attached schedule Appendix "A", at least sixty (60) days written notice shall be provided to the other party to this agreement.
4. It is understood between the parties that this schedule applies to the current lines and incumbents who are Patricia Baziuk, Pam Poldmaa and Bill Forsey. Should any new nurses be hired onto this unit their masters will follow the terms and conditions in the Collective Agreement in all respects.
5. Either party may call a meeting as circumstances warrant re-negotiating any changes necessary.
6. This Letter of Understanding replaces all previous Letters of Understanding Re: Innovative Unit Schedule – PACT and will be attached to and becomes part of the Collective Agreement.

Any disagreements between the parties will be resolved through the grievance arbitration process of the Collective Agreement.

Signed at Sault Ste. Marie, Ontario, this 19th, day of November, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Elsie Ivic"

"Breighan Zanetti"
Labour Relations Officer

"Susan Rogers"

"Alisha Byrnes"

"Rosanna Nalsovar"

"Kierston Miron"

"Susan McKinlay"

"Vance Boyer"

"Karen Guzzo"

APPENDIX “A” – PACT – MASTER SCHEDULE

[illegible]

LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITAL
(hereinafter referred to as the 'Hospital')

And:

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

Re: Casual Position Cardiac Cath Lab-Critical Care Program

The parties agree without prejudice or precedent to the following and all provisions of the Collective Agreement shall apply:

1. A nurse may not be an incumbent to two (2) or more ONA positions, with the exception of the Cardiac Cath Lab-Critical Care Program.
2. A nurse may be an incumbent to a part-time position and be an incumbent to a casual position within the Cardiac Cath Lab-Critical Care Program. It will be understood that if a nurse incumbent to two (2) positions vacates the nurse's position within the Cardiac Cath Lab-Critical Care Program, for any reason including the position being deemed redundant, said nurse will continue to be the incumbent to the remaining part-time position and deemed not to have been laid off.
3. Upon signing this Letter of Understanding and every time a new nurse is hired within the Cardiac Cath Lab-Critical Care Program, the Union will be notified in writing of the nurse(s) name and the second nursing unit of said nurse.

This Letter of Understanding will be attached to and becomes part of the Collective Agreement and is in addition to the Letter of Understanding "On Call Sexual Assault Care Centre/Domestic Violence Program". The application and implementation or any breach of this Letter of Understanding will be subject to the grievance and arbitration procedure.

Signed at Sault Ste. Marie, Ontario, this 19th, day of November, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Elsie Ivic"

"Breighan Zanetti"
Labour Relations Officer

"Susan Rogers"

"Alisha Byrnes"

"Rosanna Nalsovar"

"Kierston Miron"

"Susan McKinlay"

"Vance Boyer"

"Karen Guzzo"

LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITAL
(hereinafter referred to as the 'Hospital')

And:

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

Re: Blending of Units Under Algoma District Cancer Program (ADCP)

The parties agree to the following:

Effective March 26, 2012, the following clinics will be amalgamated under ADCP:

- Cancer Clinic
 - Radiation Clinic
 - Chemo Suite
1. For the purposes of recruitment, department seniority lists, scheduling, vacation selection, cross training, work assignment, lay-off and other relevant processes related to department operations and the Collective Agreement the staff will be considered as belonging to one department called Algoma District Cancer Program (ADCP).
 2. Effective upon signing this Letter of Understanding, Job Postings will refer to available positions in "ADCP", with qualifications reflective of skills and knowledge necessary to provide the varying types of patient care in the department.
 3. All ADCP Staff will be expected to cross train in all areas of the department.
 4. Full-time staff that currently work in the primary areas of Cancer Clinic Radiation Clinic and the Chemo Suite will continue to provide patient care in these specific areas of ADCP.
 5. Any disagreement between the parties will be resolved through the grievance arbitration process of the Collective Agreement.

This Letter of Understanding will be attached to and becomes part of the Collective Agreement.

Either party may request a meeting to discuss concerns or re-negotiate any changes to the terms and conditions outlined above.

Signed at Sault Ste. Marie, Ontario, this 19th, day of November, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Elsie Ivic"

"Breighan Zanetti"
Labour Relations Officer

"Susan Rogers"

"Alisha Byrnes"

"Rosanna Nalsovar"

"Kierston Miron"

"Susan McKinlay"

"Vance Boyer"

"Karen Guzzo"

LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITAL
(hereinafter referred to as the 'Hospital')

And:

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

Re: Blending of Units Under Ambulatory Care

Effective March 6, 2011, with the new hospital, the following clinics were amalgamated into one department called Ambulatory Care:

- Minor Procedure Clinic
- Orthopaedic Clinic
- Colposcopy Clinic
- Medical Day Care
- Urology Clinic

The parties agree to the following:

Effective January 9, 2012, the following clinics will also be amalgamated into Ambulatory Care: Preadmit Clinic North East Joint Assessment Centre (NE JAC).

1. For the purposes of recruitment, department seniority lists, scheduling, vacation selection, training, work assignment, lay-off and other relevant processes related to department operations, the staff will be considered as belonging to one department called Ambulatory Care.
2. There will be no reduction in full-time positions as a result of amalgamating into one department.
3. Job posting will refer to available positions in "Ambulatory Care", with requirements reflective of skills and knowledge necessary to provide the varying types of patient care in the department. Staff will be expected to train in all areas of the department in accordance with the job posting.
4. Full-time staff had previously posted into a specific clinic prior to March 6, 2011, will continue to provide patient care in that "home unit". As these employees leave their "home unit" for any reason, the job posting(s) for those areas will be listed as Ambulatory Care.
5. While staff will be required to cross train to all patient care areas within the department, requests for preferred assignments (top two to three choices) will be accepted from new and existing staff. Such expressions of interest will be considered on an individual basis, taking into account current skills, abilities, specific job requirements and seniority.

Full-time staff that had previously posted into a specific clinic prior to the amalgamation may cross train and accept assignments to other patient care areas within the department voluntarily.

6. Either party may request a meeting to discuss concerns or re-negotiate any changes to the terms and conditions outlined above. Requests for changes to this LOU shall not be unreasonably or arbitrarily withheld.
7. All Articles of the Collective Agreement will apply to this amalgamated department.

Once all employees who had previously posted into a separate clinic (prior to March 6, 2011) leave their "home unit" for any reason, this agreement will no longer be necessary and Ambulatory Care shall continue to exist as a single department.

This Letter of Understanding will be attached to and becomes part of the Collective Agreement. Any disagreement between the parties will be resolved through the grievance arbitration process.

Signed at Sault Ste. Marie, Ontario, this 19th, day of November, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Elsie Ivic"

"Breighan Zanetti"
Labour Relations Officer

"Susan Rogers"

"Alisha Byrnes"

"Rosanna Nalsovar"

"Kierston Miron"

"Susan McKinlay"

"Vance Boyer"

"Karen Guzzo"

LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITAL
(hereinafter referred to as the 'Hospital')

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the 'Union')
SAULT AREA HOSPITAL

Re: ER-GEM Innovative Unit Scheduling

Without prejudice the parties agree that the Collective Agreement applies in all respects to the ER-GEM Nurses scheduling except where the parties have mutually agreed to modify below:

1. The innovative ER-GEM Registered Nurses schedule will be in accordance with Article 13.03 of the Central Collective Agreement and will apply to both Full-time and Part-time Registered Nurses. The innovative unit schedule will consist of hybrid 7.5 hours and 9.375 hours.
2. Nurses shall not be required to work a combination of consecutive 7.5 and / or 9.375 hour tours that exceed 37.5 hours without two consecutive days off or premium payment shall apply.
3. The ER- GEM master shall be attached as Appendix "A".
4. This letter is attached to and forms part of the Collective Agreement. The application and implementation or any breach of this Letter of Understanding will be subject to the grievance and arbitration procedure.
5. Either party may call a meeting as circumstances warrant, to re-negotiating any changes necessary.

Signed at Sault Ste. Marie, Ontario, this 19th, day of November, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Elsie Ivic"

"Breighan Zanetti"
Labour Relations Officer

"Susan Rogers"

"Alisha Byrnes"

"Rosanna Nalsovar"

"Kierston Miron"

"Susan McKinlay"

"Vance Boyer"

"Karen Guzzo"

Appendix A

D = 0500-1600
T = 0800-1800

Department ER GEM

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Print
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LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITAL
(hereinafter referred to as the 'Hospital')

And:

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

Re: Innovative Unit Scheduling – Chemo Suite

Without prejudice the parties agree that the Collective Agreement applies in all respects to the Algoma District Cancer Program (ADCP) – Chemo Suite scheduling except where that parties have mutually agreed to modify below:

1. The Innovative ADCP (Chemo Suite) schedule will be in accordance with Article 13.03 of the Central Collective Agreement and will apply to both Full-time and Part-time Registered Nurses. The innovative unit schedule will consist of hybrid 7.5 hours and 9.376 hours.
2. Nurses shall not be required to work a combination of consecutive 7.5 and 9.375 hour tours that exceed 37.5 hours without two consecutive days off or premium payment shall apply.
3. The ADCP (Chemo Suite) master shall be attached as Appendix "A".
4. This letter is attached to and forms part of the Collective Agreement. The application and implementation or any breach of this Letter of Understanding will be subject to the grievance and arbitration procedure.
5. Either party may call a meeting as circumstances warrant, to re-negotiating any changes necessary.

Signed at Sault Ste. Marie, Ontario, this 19th, day of November, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Elsie Ivic"

"Breighan Zanetti"
Labour Relations Officer

"Susan Rogers"

"Alisha Byrnes"

"Rosanna Nalsovar"

"Kierston Miron"

"Susan McKinlay"

"Vance Boyer"

"Karen Guzzo"

[illegible]

100

LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITAL
(hereinafter referred to as the 'Hospital')

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the 'Union')
SAULT AREA HOSPITAL

Re: Implementation of Crisis Services

The Hospital and the Union agree to the implementation of Crisis Services in accordance with the terms and conditions set forth in this Memorandum of Agreement.

1. The Crisis Services nurses shall work outside the Hospital in conjunction with the police service. The parties acknowledge that the nurses remain employees of Sault Area Hospital (SAH) and members of the Ontario Nurses' Association (ONA) bargaining unit despite the fact that they are working off-site.
2. The Hospital acknowledges that the off-site workspace is an extension of the Hospital and as such is subject to inspection by the Joint Health and Safety Committee (JHSC). The Hospital will make arrangements to have an initial safety inspection done by the JHSC as soon as possible.
3. The Hospital will ensure that appropriate policies and processes are in place to ensure the safety of the nurses when working off-site and will address any safety concerns raises in a timely manner.
4. The Crisis Service Nurses will work an Innovative Schedule which shall be in accordance with Articles 13.03 of the Central Agreement, subject to the following:
 - (a) The Crisis Services full-time nurses will be scheduled a hybrid schedule which consist of 7.5 hour, 9.375 hour and 11.25 hour tours, as per the attached schedule known as Appendix A.
 - (b) The scheduling provisions contained in Article K will apply save and except for Article K-3 (d), K-4 (f) and K-18 (c) iii). Such exceptions apply only to the nurse assigned to Line three of the attached schedule which does not provide for scheduling of fifty percent (50%) day shifts. Failure to provide fifty percent (50%) day shifts to the third line will not be considered a violation of the Collective Agreement.
 - (c) The master rotation will be attached to and form part of this Letter of Understanding.
 - (d) Either party may discontinue this Innovative Schedule agreement with thirty (30)

calendar days' notice in writing to the other party.

This Letter of Understanding will be attached to and becomes part of the Collective Agreement. The application and implementation of any breach of this Letter of Understanding will be subject to the grievance and arbitration procedure.

Signed at Sault Ste. Marie, Ontario, this 19th, day of November, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Elsie Ivic"

"Breighan Zanetti"
Labour Relations Officer

"Susan Rogers"

"Alisha Byrnes"

"Rosanna Nalsovar"

"Kierston Miron"

"Susan McKinlay"

"Vance Boyer"

"Karen Guzzo"

Year 1

Appendix "A"

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LEGEND

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E = 1600 to 2400 (8hr)

H = 1200 to 2200 (10hr)

A = 0800 to 2000 (12hr)

P = 1000 to 2200 (12hr)

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LEGEND
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Year 3

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LEGEND

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E = 1600 to 2400 (8hr)
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LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITAL
(hereinafter referred to as the 'Hospital')

And:

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

Re: Part-Time Nurses in Temporary Full-Time 2A2P Schedules

The parties have agreed to several units working a 2A2P schedule under the terms of the Collective Agreement. The parties acknowledge that part-time nurses may on occasion work in a temporary position on 2A2P rotation. The parties hereby agree to the following:

1. Where a part-time nurse works a temporary position in a 2A2P schedule the nurse shall receive premiums and overtime consistent with the 2A2P Letter of Understanding.
2. This agreement is without prejudice or precedent to any other matter between the parties.

Signed at Sault Ste. Marie, Ontario, this 19th, day of November, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Elsie Ivic"

"Breighan Zanetti"
Labour Relations Officer

"Susan Rogers"

"Alisha Byrnes"

"Rosanna Nalsovar"

"Kierston Miron"

"Susan McKinlay"

"Vance Boyer"

"Karen Guzzo"

LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITAL
(hereinafter referred to as the 'Hospital')

And:

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

Re: Units With 2A/2P (DDNN, 4ON/5 Off – Extended Tours) Schedules

The parties hereby agree that wherever they have agreed to implement such innovative schedules the following shall apply:

1. The Letters of Understanding and the attached schedules will not be included in the printed or signed version of the Collective Agreement. Any new Letters of Understanding developed for units not currently covered by this document will be signed, dated and included herein.
2. The corresponding Letters of Understanding for each unit and the attached schedules are considered to form part of this Collective Agreement and are considered to be attached to this Collective Agreement for all purposes and intents.
3. The Letters of Understanding for these schedules do not need to be renewed individually and are considered to be renewed upon renewal of this Collective Agreement, subject to any restrictions in the individual letters.
4. Where the parties agree to amend any one of these schedules, the parties shall indicate their agreement by dating and signing directly on the new schedule and attaching it to the existing Letter of Understanding.
5. Should either party believe that improvements to this process are possible, it is agreed that a meeting will be held to discuss.

Signed at Sault Ste. Marie, Ontario, this 19th, day of November, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Elsie Ivic"

"Breighan Zanetti"
Labour Relations Officer

"Susan Rogers"

"Alisha Byrnes"

"Rosanna Nalsovar"

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LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITAL
(hereinafter referred to as the 'Hospital')

And:

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

Re: Orientation of Part-Time Nurses on Units Working 2A/2P

The following amendment to the scheduling provisions shall apply to the Letters of Understanding on all units already working a 2A/2P schedule as of December 1, 2018. The parties further agree to include the amendment in future Letters of Understanding implementing 2A/2P, except as otherwise mutually agreed. The parties hereby agree to the following:

"The scheduling provisions contained in Article K will apply to part-time staff except for the purposes of any orientation shifts where Article K-4 (c) and Article K-4 (e) i) and ii) will be applied as amended herein."

Signed at Sault Ste. Marie, Ontario, this 19th, day of November, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Elsie Ivic"

"Breighan Zanetti"
Labour Relations Officer

"Susan Rogers"

"Alisha Byrnes"

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LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITAL
(hereinafter referred to as the 'Hospital')

And:

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

Re: Algoma District Cancer Program (ADCP) Clinical Educator/RN Composite Positions

Whereas the parties have agreed to one permanent Full-time Composite Positions, the following will apply:

1. The position will be posted in accordance with the Collective Agreement as full-time Composite Clinical Educator/RN Composite.
2. The Clinical Nurse Educator/RN Composite Position will be split at .4 and .6 respectively. The schedule for the Composite Position will be on the Master Rotation for the ADCP and assignment of Clinical Nurse Educator or RN will be reflected on the posted schedule.
3. When booked in the Registered Nurse Classification the nurse will be compensated for all hours worked on that tour at the applicable hourly rate of pay. When the nurse is booked as a Registered Nurse ADCP and asked to work as a Clinical Educator the nurse will be compensated for only those hours worked as a Clinical Educator at the applicable Clinical Educator hourly rate of pay, in hourly increments.
4. Flexible scheduling of hours will apply to the Clinical Educator role in accordance with Article K-27. Overtime must be preapproved by the manager or delegate.
5. When nurse is on vacation, leave of absence or sick leave, they will be paid at the applicable Registered Nurse hourly rate of pay.

Signed at Sault Ste. Marie, Ontario, this 19th, day of November, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Elsie Ivic"

"Breighan Zanetti"
Labour Relations Officer

"Susan Rogers"

"Alisha Byrnes"

"Rosanna Nalsovar"

"Kierston Miron"

"Susan McKinlay"

"Vance Boyer"

"Karen Guzzo"

LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITAL
(hereinafter referred to as the 'Hospital')

And:

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

Re: Surgical Services Clinical Educator/Registered Nurse (RN) Composite Position

Whereas the parties have agreed to one permanent Full-time Composite Position, the following will apply:

1. The position will be posted in accordance with the Collective Agreement as full-time Composite Clinical Educator/RN Composite.
2. The Clinical Nurse Educator/RN Composite Position will be split as .4 and .6 respectively. The schedule for the Composite Position will be on the Master Rotation for the OR and assignment of Clinical Nurse Educator or RN will be reflected on the posted schedule.
3. When booked in the RN Classification, the nurse will be compensated for all hours worked on that tour at the applicable RN hourly rate of pay. When the nurse is booked as a Clinical Nurse Educator the nurse will be compensated for all hours worked on that tour at the applicable Clinical Nurse Educator hourly rate of pay.
4. When the nurse is booked as a RN and is requested/required to work as a Clinical Educator during their said tour, the nurse will be compensated for only those hours worked as the Clinical Educator at the applicable Clinical Educator rate of pay in hourly increments.
5. Any overtime hours worked as a RN shall be paid out at the appropriate rate of pay or banked in accordance with Article J-4.
6. Flexible scheduling of hours will apply to the Clinical Educator role in accordance with Article K-27. Overtime must be preapproved by the manger or delegate.
7. When nurse is on vacation, leave of absence or sick leave, they will be paid at the applicable registered nurse hourly rate of pay.

Signed at Sault Ste. Marie, Ontario, this 19th, day of November, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Elsie Ivic"

"Breighan Zanetti"
Labour Relations Officer

"Susan Rogers"

"Alisha Byrnes"

"Rosanna Nalsovar"

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LETTER OF UNDERSTANDING

Between:

SAULT AREA HOSPITAL
(hereinafter referred to as the 'Hospital')

And:

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

Re: DDNN (2A/2P) Working Group

The terms and conditions of the Collective Agreement apply with the exception of what is set out below:

1. The parties will meet within six months of the signing of this agreement to discuss and mutually agree to the standardization of the language regarding 2A/2P schedules that will apply to all units entering into this scheduling arrangement.
2. This working group will be composed of an equal representation from the union and management of the existing scheduling committee, as well as the Manager or designate of Human Resources, Safety and Wellness, the Manager or designate of Workforce Planning and the ONA Labour Relations Officer.

Signed at Sault Ste. Marie, Ontario, this 19th, day of November, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Elsie Ivic"

"Breighan Zanetti"
Labour Relations Officer

"Susan Rogers"

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