

COLLECTIVE AGREEMENT

Between:

SENSENBRENNER HOSPITAL
(hereinafter called the "Hospital")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter called the "Association")

EXPIRY DATE: March 31, 2025

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APPENDIX 3 – FULL-TIME SALARY RATES**Registered Nurse**

Step	April 1, 2022	April 1, 2023	April 1, 2024
Start	\$35.52	\$37.93	\$39.07
1 Year	\$35.69	\$38.88	\$40.05
2 Years	\$36.28	\$39.86	\$41.06
3 Years	\$38.07	\$41.65	\$42.90
4 Years	\$39.87	\$43.52	\$44.83
5 Years	\$42.12	\$45.70	\$47.07
6 Years	\$44.39	\$47.98	\$49.42
7 Years	\$46.65	\$50.38	\$51.89
8 Years	\$50.85	\$54.37	\$56.00

Unit Coordinator

Step	April 1, 2022	April 1, 2023	April 1, 2024
Start	\$37.59	\$41.93	\$43.19
1 Year	\$38.08	\$42.88	\$44.17
2 Years	\$38.56	\$43.86	\$45.18
3 Years	\$40.33	\$45.65	\$47.02
4 Years	\$42.14	\$47.52	\$48.95
5 Years	\$44.41	\$49.70	\$51.19
6 Years	\$46.66	\$51.98	\$53.54
7 Years	\$47.46	\$54.38	\$56.01
8 Years	\$53.24	\$58.37	\$60.12

Registered Nurse – Part-Time

Step	April 1, 2022	April 1, 2023	April 1, 2024
Start	\$35.52	\$37.93	\$39.07
1 Year	\$35.69	\$38.88	\$40.05
2 Years	\$36.28	\$39.86	\$41.06
3 Years	\$38.07	\$41.65	\$42.90
4 Years	\$39.87	\$43.52	\$44.83
5 Years	\$42.12	\$45.70	\$47.07
6 Years	\$44.39	\$47.98	\$49.42
7 Years	\$46.65	\$50.38	\$51.89
8 Years	\$50.85	\$54.37	\$56.00

SENSENBRENNER HOSPITAL

APPENDIX 4

SUPERIOR CONDITIONS FROM PREVIOUS AGREEMENT AWARDED
BY THE CENTRAL ARBITRATION AWARD DATED OCTOBER 23/81

Clause # Central Award (Full-time)	Applicable Clause from Previous Collective Agreement
5.06 Note: 6.04	The parties recognize that it shall be the sole responsibility of a nurse to promptly advise the hospital and the Association in writing of any changes in her classification status, address, telephone number, marital and/or dependent status.
7.10	The Employer shall provide the Association with the names of newly-hired nurses within one (1) month of their starting date.
10.04 Note: 12.01	Except for leave of absence for pregnancy, a nurse shall continue to accumulate seniority under the following circumstances: <ul style="list-style-type: none"> (1) approved leave of absence with pay, (2) when in receipt of hospital paid sick leave as provided herein, (3) when in receipt of WSIB for a period of up to six (6) calendar months.
11.00 13.01 (d)	The nurse will be credited with seniority during an unpaid leave of absence up to a maximum of one (1) month. The Employer may grant an educational leave of absence with or without pay, up to six (6) months to a nurse for professional development and during such educational leave, seniority credits shall continue to accumulate.
12.03 25.04	After the nurse has completed five (5) years of service with the Employer and service is terminated, she will be entitled to receive fifty percent (50%) of all unused credits (maximum of 100 days) in her sick leave accumulation earned prior to December 31, 1981, with such being paid to her at her basic straight-time rate of pay, in effect as at the date of her termination. This provision shall apply in all instances of severance of employment save and except discharge for just cause.
18.05 26.01	Physical Examinations - all applicants for employment must undergo a complete examination if so requested by the Employer. A large chest X-ray film and an Intra-Dermal tuberculin test are mandatory within fifteen (15) days of employment.

26.02 Immunization - a nurse may receive immunizations at the hospital's expense.

26.03 A nurse who contracts staphylococcus infection shall receive full treatment and medication at the expense of the Employer. A nurse who is exposed to any other infectious disease, during working hours, shall receive full treatment and medication at the expense of the Employer if deemed necessary by a physician.

14.11 21.01 If a nurse is required to attend a patient as an emergency escort during an ambulance trip, she shall be paid on the following basis:

(a) If required to act as an emergency nursing escort, she shall be paid on the basis of time and one-half for all time worked (i.e. nursing the patient) after leaving the hospital and straight time for all time spent in return travel to the hospital (providing such time is not spent nursing a patient) plus such expenses as are reasonable in the opinion of the Employer.

Where a nurse is required to act as an emergency nursing escort on her regularly scheduled day off, she shall be paid at the rate of time and one-half for all hours worked nursing the patient after leaving the hospital and time and one-half her basic rate of pay for all time spent in return travel to the Hospital plus such expenses as are reasonable in the opinion of the Employer.

(b) If required to stay overnight such time as between the nurse leaving the patient and the nurse beginning her trip home shall not be compensable except at the discretion of the Employer.

(c) If the nurse has been working her regular shift when assigned as an emergency escort she shall be paid the amount in (a) above in addition to any time worked on her regular shift at basic straight time pay.

(d) A nurse will be allowed a minimum of eight (8) hours off work after her return to the hospital from an emergency escort to the time that she commences her next scheduled shift.

SUPERIOR CONDITIONS FROM PREVIOUS AGREEMENT AWARDED BY
CENTRAL ARBITRATION AWARD DATED OCTOBER 23, 1981

Clause #	Applicable Clause from Existing Collective Agreement
Central Award (Part-time)	
5.06 NOTE 2:	6.04 The parties recognize that it shall be the sole responsibility of a nurse to promptly advise the Employer and the Association in writing of any changes in her classification status, address, telephone number, marital and/or dependant status.
	7.04 The Employer shall provide the Association with the names of newly hired nurses within one (1) month of their starting date.
10.09 NOTE 2:	12.01 If a nurse is retained beyond the probationary period, a nurse's seniority will date from the day she last started to work for the Hospital. Seniority shall be defined as the number of days worked since last date of hiring. Seniority will not, however, be recognized prior to January 1, 1973.
17.05	26.01 Physical Examinations - all applicants for employment must undergo a complete examination if so requested by the Employer. A large chest X-ray film and an Intra-Dermal tuberculin test are mandatory within fifteen (15) days of employment.
	26.02 Immunization - a nurse may receive immunizations at the Employer's expense.
	26.03 A nurse who contacts staphylococcus infection shall receive full treatment and medication at the expense of the Employer. A nurse who is exposed to any other infectious disease, during working hours, shall receive full treatment and medication at the expense of the Employer if deemed necessary by a physician.
16.04 Schedule:	
<u>A.02 - Casual Part-Time Nurses</u>	
(i)	<u>Vacation Pay</u>
	Effective on date of ratification, Casual Part-time Nurses with less than six hundred (600) tours shall receive vacation allowance of six percent (6%) of their gross earnings. Casual Part-time Nurses with more than six hundred (600) tours shall receive vacation allowance of eight percent (8%) of their gross earnings.

14.10 20.01

If a nurse is required to attend a patient as an emergency escort during an ambulance trip, she shall be paid on the following basis:

- (a)
 - i) if required to act as an emergency nursing escort; she shall be paid on the basis of time and one-half for all time worked (i.e. nursing the patient) after leaving the hospital and straight time for all time spent in return travel to the Hospital (providing such time is not spent nursing a patient) plus such expenses as are reasonable in the opinion of the Employer.
 - ii) where a nurse has been scheduled to work within a week and is called upon to provide an emergency escort on a day within that week, and she is not scheduled to work on that day, she shall be paid at the rate of the time and one-half for all time worked nursing the patient after leaving the hospital and time and one-half her basic rate of pay for all time spent in return travel to the hospital plus such expenses as are reasonable in the opinion of the Employer.
 - iii) if a nurse is not scheduled to work during a week in which she is called upon to provide emergency escort, then the provisions of 20.01 (a) (i) shall apply.
- (b) If required to stay overnight, such time as between the nurse leaving the patient and the nurse beginning her trip home shall not be compensable except at the discretion of the Employer.
- (c) If the nurse has been working her regular shift when assigned as an emergency escort, she shall be paid the amount in (a) above in addition to any time worked on her regular shift at basic straight-time pay.
- (d) A nurse will be allowed a minimum of eight (8) hours off work after her return to the hospital from an emergency escort to the time that she commences her next scheduled shift.

APPENDIX 5

SENSENBRENNER HOSPITAL

APPENDIX OF LOCAL PROVISIONS

ARTICLE A - RECOGNITION

A-1 The Employer recognizes the Union as the bargaining agent for all registered and graduate nurses employed by the Sensenbrenner Hospital in a nursing capacity, save and except Unit Managers, persons above the rank of Unit Manager.

ARTICLE B - MANAGEMENT RIGHTS

B-1 Except as specifically and clearly abridged, delegated, granted or modified by this agreement, all the rights, powers and authority of management are retained by the management and remain exclusively and without limitation within the rights of management.

B-2 Without limiting in any way the generality of the foregoing, management's rights include:

- (a) the right to maintain order, discipline and efficiency, and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices, to be observed by its employees, and the right to discipline or dismiss employees for just cause, provided that a claim of discipline or dismissal without cause may be the subject of a grievance and dealt with as herein provided;
- (b) the direction of the working forces; the right to plan, direct and control the operation of the Hospital; the right to introduce new and improved methods, facilities and equipment; the right to determine the amount of supervision necessary, combining or splitting up departments, work schedules, establishment or standards and quality of care, the determination of the extent to which the Hospital will be operated and the increase or decrease in employment;
- (c) the right to select, hire, retire, dismiss, discipline, transfer, assign to shift, promote, demote, classify, layoff, recall, suspend employees and select employees for positions not covered by this agreement. Where it is alleged by the Union that a transfer has been made in a discriminatory manner, such transfer may then be the subject of a grievance dealt with as herein provided;

- (d) the sole and exclusive jurisdiction over the operations, buildings, machinery and equipment vested in the Hospital.

B-3 These rights shall not be exercised in a manner inconsistent with the provisions of this agreement.

ARTICLE C - BULLETIN BOARDS

C-1 The Employer shall provide a bulletin board within the Hospital and via the Hospital Intranet. All notices must be initialled by the Union President or her/his designate prior to posting.

ARTICLE D - COMMITTEES AND REPRESENTATIVES

D-1 The Employer acknowledges the right of the Union to appoint or otherwise select five (5) Union Stewards from the employees in the bargaining unit. The Union will endeavour to have representation from all areas.

D-2 Negotiating Committee

The Employer acknowledges the right of the Union to appoint or otherwise select a bargaining committee of not more than four (4) employees in connection with the negotiation of amendments or renewal of this Collective Agreement.

D-3 Grievance Committee

The Employer acknowledges the right of the Union to appoint or select a Grievance Committee consisting of one (1) from the Union's Local Executive and two (2) from the employees in the bargaining unit. Only one (1) union representative from any designated area may attend a specific grievance committee meeting with the Employer.

D-4 Hospital Association Committee

- (a) The parties agree to appoint a Hospital Association Committee. The committee shall be composed of three (3) employees (one full-time, one part-time and the local executive grievance chair), in addition to the Local President or her/his designate, appointed to act on behalf of the Local Union, and up to three (3) representatives of the Employer who may meet to discuss matters of concern to either party. Any other person may attend by agreement of the parties.

(b) Payment for identified members on days off at HAC Meetings

The Bargaining Unit President/designate will identify to the Hospital which two (2) committee members require payment under Article 6.03 (e) seven (7) days prior to each Hospital Association Committee meeting.

D-5 If a union representative is transferred from one area to another, such employee shall continue to be recognized by the Employer as a representative of the area from which she/he is transferred for one (1) month, except if transferred or promoted to a position outside of the bargaining unit.

D-6 Union Interview

The time and place of the interview referred to in Article 5.06, shall be scheduled during the first week of employment, during orientation, on hospital premises and at a time mutually agreed by the Union. The Hospital will advise the Bargaining Unit President or designate of all employees to be interviewed prior to the interview.

D-7 A Professional Development Committee comprised of the Director of Nursing, Director of Human Resources and the Manager of Staff Development and not more than three (3) members of the Bargaining Unit, one of whom will be the Bargaining Unit President or designate.

D-8 The Bargaining Unit President or designate will be paid at her/his regular straight time hourly rate for time spent in meetings arranged or requested by the Hospital which occur outside her/his scheduled hours of work. Such hours will be invisible for purposes of determining premium payment (i.e. these hours will not attract premium payment and will not be counted for purposes of determining eligibility for premium payment on other hours worked).

D-9 For purposes of Union business, within a calendar year, the Hospital will grant the Bargaining Unit President, or designate, paid leaves of absence up to sixty (60) hours from a "Shared ONA Bank". The scheduling of said hours will be mutually agreed to between the Bargaining Unit President and the Hospital and shall not incur premium pay. Furthermore, the parties shall endeavour to schedule these hours in addition to the regular hours of work.

ARTICLE E - RESIGNATION

E-1 An employee shall be expected to submit a written resignation at least two (2) weeks in advance of her/his terminal date except in cases of emergency or where such notice is not reasonably possible.

ARTICLE F - SENIORITY LIST

- F-1 The seniority list shall reflect the seniority standing of each employee as at the last pay period in December and June of each year. The seniority list will be sent to the Labour Relations Officer and the Bargaining Unit President by February 28th and August 31st of each year and a copy will be posted on the ONA bulletin board.

ARTICLE G - UNION LEAVE

- G-1 Leave of absence shall be granted to employees for the purpose of attending to Union business. The total number of days in any calendar year for all such leaves shall not exceed a total of forty (40) days (full-time and part-time combined) and no more than two (2) employees shall be allowed such leave at the same time, conditional upon their being from separate areas of the Hospital. Requests for such leaves shall be in writing and shall be submitted to the Assistant Administrator, Nursing Services not less than seven (7) days in advance from the day on which the leave is to commence.

The Employer will endeavour to respond to the request for leave, in writing, within three (3) working days.

- G-2 Local Coordinator Leave

The Hospital agrees to grant up to twenty-five (25) days leaves of absence, without pay to nurses elected to the position of Local Coordinator. Extra days may be granted if the staffing complement allows for the replacement. Subject to reasonable notice, it is understood and agreed that a Local Coordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.

ARTICLE H - SCHEDULING REGULATIONS

- H-1 (a) The hours of work shall be in accordance with rotating shift schedules as determined by the Employer.
- (b) The Employer and the Union agree to discuss new scheduling patterns when presented to the Hospital Association Committee in the following manner:
- i) If, after discussions, the Hospital Association Committee recommends acceptance of new schedules prepared by the Union and accepted by the Employer, the new schedule shall be implemented on a trial basis for six (6) months, after which it shall be reviewed.

- ii) In the event any major difficulties or problems are encountered with the new shift schedule, the parties shall revert to the previous shift schedule provided that a minimum of one (1) month's written notice is given unless such period of notice is reduced by the mutual consent of the parties.
 - iii) After the trial period, if the Hospital Association Committee agrees that the trial period was successful, the new schedule shall continue.
- (c) Notifications to amend current master rotations will be submitted to the Bargaining Unit President no less than sixty (60) days prior to the scheduled posting of any master rotation schedule. At the Union's request a meeting may be held to discuss the changes.
- (d) Where a unit has a master rotation and a full-time line becomes vacant, requests may be submitted in writing for consideration to transfer to the vacant line. Such request shall not be unreasonably denied.

H-2 Shift schedules shall be posted four (4) weeks in advance and shall cover an eight (8) week period.

Additional schedules will be posted in accordance with L-4 (e) for the summer schedule and H-4 for the Christmas schedule.

At the time of posting, the Hospital will endeavour to have all shifts covered. The Employer will include a list of vacant/available shifts on the posted schedule. A copy of the posted schedule will be sent to the Union at the same time as it is posted.

A copy of the posted schedule will be placed in the Active Care Unit and will remain unchanged throughout the posted schedule period. Amended schedules will remain available for the entire posted schedule period covered by that schedule, on the computer.

H-3 Subject to the prior approval by a Unit Manager, employees within the same classification may be allowed to trade days off on their own, providing that such a request is submitted in writing to the Unit Manager in advance of the change and mutually signed by the employees involved with the change. Exchange of tours will for equal hours and will be taken within a posted schedule. Such mutual exchange of a tour of duty shall not result in premium pay under Article 14 to either of the employees.

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.

H-4 At least five (5) consecutive days off will be scheduled for each employee alternating either Christmas or New Year's annually. The Employer will utilize the corresponding available STATS during the said scheduled five (5) days off. Where conflicts arise, hospital seniority shall be the deciding factor. Christmas time off will include Christmas Eve Day, Christmas Day and Boxing Day (December 24th, 25th, 26th) and New Year's time off will include New Year's Eve Day and New Year's Day, and the 2nd of January (December 31st, January 1st, 2nd). This provision will not apply to areas where employees normally work Monday to Friday and are not normally scheduled to work on paid holidays. The normal scheduling conditions shall be waived between December 15th and January 10th to ensure that an employee receives five (5) consecutive days off. No more than four (4) consecutive extended tours may be worked by an employee during this period.

Full-time employees may request to maintain their master schedule and forfeit the five (5) consecutive days off. Such requests must be submitted before November 1st of each year and will not unreasonably be denied. Employees may also request to use their statutory holidays to allow for alternating periods off annually by November 1st of each year. Requests to use statutory holidays shall be confirmed by the third Friday in November of each year in conjunction with the posted schedule.

The Hospital will post the work schedule that includes Christmas and New Year's no later than the third Friday in November of each year.

H-5 When a nurse works a combination of 7.5 and 11.25 hour tours in any pay period, the scheduling regulations that will apply will be based on the scheduling regulations that apply to the majority of the nurse's tours.

H-6 7½ Hour Tour - FULL-TIME

- (a) There shall be sixteen (16) consecutive hours off between tours. A shorter period of time may be agreed between the Employer and the Union. Failure to comply with this will result in the shift being paid at premium pay as provided for under Article 14.
- (b) The Employer will not schedule split days off.
- (c) The Employer will schedule a minimum of one (1) weekend off in three (3). An employee will receive premium pay as provided for in Article 14.03 for all hours worked on a third consecutive and subsequent weekend, save and except where:
 - i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - ii) such employee has requested weekend work; or

- iii) such weekend is worked as a result of an exchange of shifts with another employee.

A weekend shall be defined as sixty-four (64) consecutive hours off duty from the completion of the Friday day shift to the commencement of the Monday day shift.

H-7 7½ Hour Tours - PART-TIME

- (a) On the posted schedule, there shall be sixteen (16) consecutive hours off between tours. Failure to comply with this will result in the shift being paid at premium pay as provided for under Article 14.
- (b) Requests for specific days off are to be submitted, to the Unit Coordinator and/or Manager, in writing, at least two (2) weeks in advance of posting.
- (c) A regular part-time employee must agree to work a predetermined posted schedule and her/his commitment will include:
 - i) all areas other than the surgical suite to work a minimum of six (6) seven and one half (7.5) hour tours (45 hours) per pay period when required by the Employer;
 - ii) surgical suite to work a minimum of three (3) seven and one half (7.5) hour tours (22.5 hours) per week when required by the Employer;
 - iii) to be available twelve (12) months a year less vacation entitlement;
 - iv) to be available for five (5) recognized holidays, two (2) of which when required by the Employer will fall between the dates of June 15th to September 15th each year;
 - v) to be available to work over the Christmas or New Year period as required by the Employer.
- (d) The Employer will schedule a minimum of every third (3rd) weekend off. An employee will receive premium pay as provided for in Article 14.03 for all hours worked on a third consecutive and subsequent weekend, save and except where:
 - i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - ii) such employee has requested weekend work; or

- iii) such weekend is worked as a result of an exchange of shifts with another employee.

A weekend shall be defined as sixty-four (64) consecutive hours off duty from the completion of the Friday day shift to the commencement of the Monday day shift.

- (e) on the posted schedule, a period of forty-eight (48) hours off shall be scheduled when an employee's shift schedule is changed from nights to days.

H-8

- (a) The Employer agrees to schedule regular part-time employees by seniority, according to their commitment on the posted schedule. For purposes of commitment on the posted schedule part-time nurses will be scheduled on their own department.
- (b) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time employees on that department who have not yet reached their commitment. It is understood that because of a combination of tours of different lengths, a part-time employee may exceed her/his commitment when offered a tour in order to reach commitment.
- (c) Where all regular part-time employees have been given the opportunity to work their committed tours, extra tours will be offered to regular part-time employees throughout the hospital on the basis of seniority provided that the employee is qualified to perform the available work.

Nurses who wish to be available to work on more than one department will complete a Staffing Availability Form.

- (d) It is understood that the Employer is not required to offer additional tours to part-time employees that would result in premium payment.
- (e) Where all available employees would be in a position of premium pay, part-time staff will be offered the available tour according to (b) and (c) above. If no part-time person is available, the available tour will be offered by seniority to full-time employees on the department.
- (f) For purposes of Article H-7, there will be four (4) separate departments as follows: Acute Care (ER/SCU), Active Care, Chemotherapy, and, Surgical Suite.
- (g) An error in the above mechanism for shift distribution will be remedied by offering the affected nurse a shift as an extra at a mutually agreed time. Such shift will not result in premium pay. The affected nurse working as an extra will not be assigned as a

replacement if an absence subsequently arises on that shift which requires a call-in replacement of a regular part-time nurse.

H-9 Extended Tours

The Employer agrees to implement extended tours under the following conditions:

A. INTRODUCTION AND DISCONTINUANCE OF EXTENDED TOURS

- 1) Extended tours shall be introduced when:
 - i) seventy percent (70%) of the employees so indicate by secret ballot; under supervised vote conducted in the presence of a representative from Nursing Services and a representative for the Union;
 - ii) the Employer agrees to implement the extended tours; such agreement shall not be withheld in an unreasonable or arbitrary manner;
- 2) Extended tours may be discontinued in any unit when:
 - i) fifty percent (50%) of the employees in the unit so indicate by secret ballot; or
 - ii) the Employer because of
 - a) adverse effects on patient care,
 - b) inability to provide a workable staffing schedule,
 - c) or any other reasonably demonstrated issues,

states its intentions in writing to the Union to discontinue the extended tours.
- 3) When written notice of discontinuation is given by either party in accordance with paragraph (2) above,
 - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - ii) where it is determined that the extended tours will be discontinued; affected employees shall be given sixty (60) days notice before the schedules are so amended.
- 4) There will be an ongoing evaluation of the extended tour in each unit.

B. NO ADDITIONAL COST FACTOR

It is understood that there shall be no additional cost factor to the Employer by implementation of extended tours.

H-10

EXTENDED TOUR SCHEDULING - FULL-TIME

The following regulations shall govern the scheduling of work for employees working on an extended tour basis.

- (a) Not more than three (3) consecutive extended tours of work will be scheduled;
- (b) at least eleven and a quarter (11.25) hours time off will be scheduled between tours;
- (c) an employee may not be required to change tours of duty more than once during a week;
- (d) a period of forty-eight (48) hours off shall be scheduled when an employee's shift schedule is changed from nights to days;
- (e) every second weekend shall be scheduled off;
- (f) an employee will receive premium pay in accordance with Article 14.03 of the Collective Agreement for all hours worked on a second and subsequent weekend, save and except where:
 - i) such a weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - ii) such employee has requested weekend work; or
 - iii) such weekend is worked as the result of an exchange of shifts with another employee;

A weekend shall be at least sixty (60) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift;

- (g) schedules will be such that employees will work fifty percent (50%) day tours and fifty percent (50%) night tours, unless mutually agreed otherwise.
- (h) a standard tour on a unit shall consist of 12 hours and normal tour hours will be 0700-1900 hours and 1900-0700 hours unless mutually agreed otherwise.

- (i) any violation of the above scheduling regulations shall result in premium pay according to Article 14.

H-11

EXTENDED TOUR SCHEDULING - PART-TIME

The following regulations shall govern the scheduling of work for employees working on an extended tour basis.

- (a) Not more than three (3) consecutive extended tours of work will be scheduled on the posted schedule. Any hours scheduled in conjunction with three (3) extended tours, on the posted schedule, will be paid at the rate of time and one half.
- (b) a regular part-time employee must agree to work a predetermined (posted) schedule and her/his commitment will include:
 - i) to be available to work a minimum of four (4) extended tours (45 hours) per pay period.
 - ii) to be available to work every other weekend;
 - iii) to be available to work over the Christmas or New Year period as required by the Employer;
 - iv) to be available for both day and night shifts;
 - v) to be available to work three (3) extended tours on a weekend that contains a paid holiday on Monday or Friday.
- (c) an employee will receive premium pay in accordance with Article 14.03 of the Collective Agreement for all hours worked on a second and subsequent weekend, save and except where:
 - i) such a weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - ii) such employee has requested weekend work; or
 - iii) such weekend is worked as the result of an exchange of shifts with another employee;

A weekend shall be at least sixty (60) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift;
- (d) At least eleven and a quarter (11.25) hours time off will be scheduled between tours.

- (e) An employee may not be required to change tours of duty more than once during a week.
- (f) A period of forty-eight (48) hours off shall be scheduled when an employee's shift schedule is changed from nights to days.
- (g) Tours of work will be scheduled in such a way that available day and night tours will be equitably distributed unless mutually agreed otherwise.
- (h) The Employer agrees to schedule regular part-time employees by seniority, according to their commitment on the posted schedule. For purposes of commitment on the posted schedule part-time nurses will be scheduled on their own department.
- (i) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time employees on that department who have not yet reached their commitment. It is understood that because of a combination of tours of different lengths, a part-time employee may exceed her/his commitment when offered a tour in order to reach commitment.
- (j) Where all regular part-time employees have been given the opportunity to work their committed tours, extra tours will be offered to regular part-time employees throughout the hospital on the basis of seniority provided that the employee is qualified to perform the available work.

Nurses who wish to be available to work on more than one department will complete a Staffing Availability Form.

- (k) It is understood that the Employer is not required to offer additional tours to part-time employees that would result in premium payment.
- (l) Where all available employees would be in a position of premium pay, part-time staff will be offered the available tour according to (b) and (c) above. If no part-time person is available, the available tour will be offered by seniority to full-time employees on the department. Notwithstanding seniority, the tour may be offered to the part-time employee who would incur the least premium.
- (m) any violation of the above scheduling regulations shall result in premium pay according to Article 14.

H-12

The paid hours of work on a regular extended tour shall be 11.25 hours. A standard tour on a unit shall consist of twelve (12) hours and normal tour hours will be from 0700 to 1900 and 1900 to 0700 unless mutually agreed

otherwise. Should a 7.5 hour tour be scheduled, the normal tour hours will be:

0700 – 1500

0730 – 1530

1530 – 2330

2330 – 0730

H-13 Definition of Evenings and Nights

Evening shifts shall be 1500 hours to 2300 hours.
Night shifts shall be 2300 hours to 0700 hours.

H-14 The first tour of the day is the day tour.

H-15 2D 2N SCHEDULE

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

- (a) When the Hospital and the Union agree, the 2D 2N extended tour schedule shall be instituted when eighty percent (80%) of the employees on a particular nursing unit have so indicated by secret ballot. For employees who indicate to the Assistant Administrator of Nursing Services that they do not wish to work extended tours, the Hospital will endeavour to schedule these employees on a normal tour rotation.
- (b) When less than eighty percent (80%) of the staff on a particular nursing unit vote, as outlined in paragraph 1, in favour of the 2D 2N extended tour schedule by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination 2D 2N extended tour schedule, other extended tours and normal (7.5 hour) tour in a particular Unit.
- (c) The eighty percent (80%) figure above may be varied by mutual agreement between the parties.
- (d) The Hospital shall make space available to the Union in order to permit the Union to conduct the vote referred to in (a).
- (e) At any meeting with the Employer to discuss the 2D 2N schedule, a member of the Local executive should be in attendance.
- (f) A trial of the 2D 2N schedule shall run for any twenty-four (24) week period agreed to by the parties after which a further vote of the employees on the Unit will be conducted. Where at least eighty-five percent (85%) of the employees on the Unit indicate a willingness to

continue with the 2D 2N schedule, the arrangement will become permanent.

- (g) The 2D 2N schedule may be discontinued in any unit when:
 - i) sixty-five percent (65%) of the employees in a unit so indicate by secret ballot; or
 - ii) The Hospital decided to do so because of:
 - A) adverse effects on patient care, or
 - B) inability to provide a workable staffing schedule, or
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the extended tours in the schedule;
 - iii) When notice of discontinuance is given by either party in accordance with number (b) above, then:
 - A) the parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuance; and
 - B) where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended;
 - iv) The Local Union will be informed of the results of the secret ballot within seven (7) days.
- (h) The scheduling provisions contained in Article H-10 are applicable save and except for the following:
 - i) Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid a premium pay for the fifth and subsequent day until a day off is scheduled.
 - ii) Employees shall receive at least three weekends in six off and will not be scheduled to work more than three weekends in a row. A weekend off shall consist of no less than 96 consecutive hours off following the end of the Friday tour. (i.e. the Friday night tour will not count as a weekend worked).

- iii) If a part-time nurse is scheduled four (4) extended tours in a row under the 2D2N language, four (4) days off shall be scheduled afterwards unless mutually agreed upon.
 - iv) Part-time nurses shall not be scheduled more than three (3) consecutive night tours, unless mutually agreed otherwise.
- (i) An employee will receive premium pay as defined in Article 14 for all hours worked on a fourth (4th) consecutive and subsequent consecutive weekend until a weekend is scheduled off, save and except where:
- i) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
 - ii) Such employee has requested weekend work; or
 - iii) Such weekend is worked as the result of an exchange of tours with other employees; or
 - iv) The nurse requests to work the specific weekend to maintain full time hours as part of their required additional hours.
- (j) All schedules will be done on the basis that each full-time employee will be scheduled for 1,950 hours per year.

H-16

Where employees are required to be on-call/standby, the scheduled on-call/standby shall be equitably divided among the employees. An employee shall not be scheduled on-call/standby while on vacation.

Employees who are scheduled for on-call/standby will not be considered to be on-call/standby for other areas in the Hospital.

Periods of scheduled vacation will be excluded from the time period utilized in the calculation of the equitable distribution referred to above.

The on call/standby nurse will normally be utilized to cover unscheduled procedures during off hours.

For units that operate 24 hours a day and seven days a week, a full-time nurse will not be scheduled for standby on a vacation week, consisting of seven consecutive days off unless mutually agreed between the nurse and the employer.

A nurse who is on standby and is required to remain at work after their shift ends, or who is called back to work from standby, and is scheduled to work a regular scheduled shift the next day shall be entitled to leave with pay

from the portion of the next scheduled shift, which will provide at least eight (8) hours off between the time the nurse leaves and returns to the hospital.

In such circumstances the nurse’s schedule shall be deemed to be amended to provide the required eight (8) hours off from the end of the shift for which the nurse was called in, and she/he shall not report to work until after the eight (8) hour period has ended, unless she/he is specifically requested by the employer to do so and she/he agrees. In the event the employer makes such a request, and the nurse agrees, she/he shall be paid in accordance with Article 14.06 for all hours worked that fall within the eight (8) hour period.

Nurses scheduled for standby will be provided a pager. The pager must be kept turned on at all times during standby when off the Hospital property. Pagers shall be returned to the Employer’s premises on the nurse’s next scheduled shift.

H-17 Extra Tour Scheduling for Full-time and Part-time

In accordance with Article H-3 and H-11, shifts that need to be filled in advance will be done so under the following parameters:

Shifts Available	Shifts Offered
Greater than 48 hours	24 Hours
Between 24-48 hours	12 Hours
Between 12-24 hours	4 Hours
Within 1 hour or after start of tour	15 minutes

ARTICLE I – SALARIES

I-1 The Employer shall pay wages bi-weekly in accordance with Appendix 3 attached hereto and forming part of this Collective Agreement. Employees shall be paid by a bank deposit system.

ARTICLE J - OVERTIME

J-1 An employee may accumulate up to seventy-five (75) regular hours in lieu of paid overtime. Time off reflecting this accumulation must be arranged between an employee and the Unit Manager.

J-2 An employee may request time off in lieu of paid overtime for all time worked at a time to be arranged between her/him and the Unit Manager.

J-3 Requests for paid overtime from the accumulated banked time must be no less than 22.5 hours per occasion. Where there is less than 22.5 hours the whole of the bank shall be withdrawn.

ARTICLE K - PAID HOLIDAYS

K-1 Designated holidays:

New Year's Day/January 1	Civic Holiday
Family Day (Third Monday of February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day/November 11
Victoria Day	Christmas Day/December 25
Canada Day/July 1	Boxing Day/December 26

K-2 **FULL-TIME ONLY**

Any lieu days in connection with this Article shall be taken at a time arranged with her/his Unit Manager within thirty (30) days of the holiday or at a date mutually agreed to by the employee and Unit Manager. Employees will endeavour, where possible, to request lieu days prior to the posting of the regular schedule. However, in all cases the requests for lieu days should be made at least two (2) weeks in advance of the requested date and shall be confirmed one (1) week in advance of the time off. An employee may be able to rescind her/his approved paid holiday request from the Employer, so long as the holiday has not been allocated on the posted schedule.

K-3 Holiday pay shall be paid for each hour worked on the paid holiday as per Article 15.

K-4 When a part-time employee is scheduled to work on Saturday and Sunday and the Friday or the Monday is a paid holiday, the Employer will endeavour to schedule the employee to work the holiday in conjunction with the Saturday and Sunday, unless mutually agreed otherwise. Where an employee is scheduled off on a Saturday and Sunday and the Friday or the Monday is a paid holiday, the Employer will endeavour to schedule the employee off on the holiday in conjunction with the Saturday and Sunday, unless mutually agreed otherwise.

ARTICLE L - VACATIONS - EARNED LEAVE

L-1 Conditional on employees having accrued sufficient vacation entitlement, vacation shall be taken in periods of at least one (1) week at a time. Full-time employees may be granted vacation as single days or a combination of days to a maximum of thirty-seven and a half (37½) hours during the vacation period.

L-2 One (1) week of vacation may be taken upon completion of six (6) months continuous service in the first year of employment, if approved by the Unit Manager.

- L-3 (a) Separate full-time and part-time vacation lists shall be posted each December 15th and May 15th of the calendar year.
- i) All requests for vacation for the period of May 1st to October 31st must be submitted by February 15th. The employer will post the request for vacation on December 15th. The employer will then post the approved vacation by March 15th.
 - ii) All requests for vacation for the period of November 1st to April 30th must be submitted by August 15th. The employer will post the request for vacation on May 15th. The employer will then post the approved vacation schedule by September 15th.
- Note: A vacation request for the period of December 15th to January 15th in accordance with L-4, will be approved as per L-4.
- Furthermore, each employee will endeavour to request a minimum of 40% of their allotted vacation in the requested vacation period.
- iii) Vacation periods requested after February 15th and August 15th of each year shall be granted on a first come, first serve basis at the discretion of the Unit Manager, provided that the submission after the deadline shall not displace previously scheduled vacation. Requests will be submitted to the Unit Manager no less than two (2) weeks prior to the posting of the schedule and the employer will respond a minimum of one (1) week prior to the posting of the schedule.
- (b) Employees shall indicate their upcoming vacation preferences as per above. Where a dispute arises between employees requesting the same vacation time and such request cannot be accommodated by the hospital then seniority shall apply.

- L-4 (a) The vacation year is from May 1 to April 30.
- (b) Vacation requests will not be unreasonably denied.
 - (c) Vacation time may be carried over in extenuating circumstances; i.e., sickness, WSIB and extended approved leaves of absence.
 - (d) In order to allow as many employees off as possible over the Christmas and New Year's holidays, vacations will not normally be scheduled for the period from December 15th to January 15th, but will be granted when possible. Vacation requests for December 15th to January 15th will be authorized by nursing management by November 15th.

- (e) In order to allow as many employees to plan their summer vacation, the employer will post a summer schedule from July 1st to August 31st, and that will be posted three (3) weeks prior to July 1st, of each year.

L-5 Vacation quotas shall not be unduly restrictive.

L-6 An employee may be able to rescind her/his approved vacation request from the Employer, so long as the request is provided two (2) weeks prior to the posted schedule, or the vacation has not been allocated on the posted schedule, except in extenuating circumstances. The request will not be unreasonably denied.

The parties agree to meet and develop an appropriate vacation request form that allows the member to submit 2nd and 3rd alternative vacation choices.

L-7 **PART-TIME ONLY**

Vacation pay for all part-time employees shall be paid in the first pay period in May for earnings up to and including the last pay period of April. Vacation pay will be paid on a separate pay stub.

For the purpose of vacation, one (1) week vacation is the equivalent of 37.5 hours from the vacation bank. For the purpose of scheduling, one (1) week of vacation is the equivalent of 22.5 hours.

ARTICLE M - SICK LEAVE

M-1 An employee must notify her/his Unit Manager or her/his designate as soon as possible and at least one (1) hour prior to the beginning of the day shift and two (2) hours prior to the beginning of the evening or night shift.

M-2 In returning to work following an illness, the employee must notify her/his Unit Manager as soon as possible of her/his intention to return in order that arrangements made with relief staff to work the employee's shift may be cancelled. If insufficient notice is given the relief employee shall work the day in question, and the employee returning from illness may be sent home for the day without pay.

ARTICLE N- MISCELLANEOUS

N-1 Bargaining unit members required to be on standby will continue to be provided with beepers supplied by the Employer free of charge.

N-2 Bargaining unit members required to wear scrub gowns and lab coats will continue to have them provided by the Employer free of charge.

N-3 Bargaining unit members shall continue to enjoy free parking while in the present facility.

N-4 Full-time workers will be able to apply for temporary full-time vacancies in accordance with Article 10.06 (d). Such positions will be filled in accordance with Article 10.06 (c).

N-5 When a nurse is transferred to a position out of the Bargaining Unit under Article 10.10, the Bargaining Unit President will be notified of the following:

- (a) the name and home department of the nurse
- (b) the date on which her/his transfer is effective
- (c) the date on which she/he returns to the Bargaining Unit.

N-6 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for an ONA job posting will be notified, in writing, within one (1) week of the decision being made and prior to the posting of the name of the successful candidate.

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

N-7 Single Shift Reassignment

The Parties agree to implement the following principles in accordance with Article 10.08 for single shift reassignment. The reassignment will be from the nurses home to any other unit as required by the Hospital for the period of time up to and including a single shift.

- (a) Reassignment will occur bearing in mind the following principles:
 - i) patient care requirements are the first priority;
 - ii) the Hospital will reassign, whenever possible, nurses who volunteer;
 - iii) the Hospital will reassign staff nurses in the following sequence; on the basis of reverse seniority: regular part-time and/or full-time and providing the nurse has the ability to perform the available work; and
 - iv) the Hospital will not normally reassign probationary nurses.

- (b) The reassigned nurses will be assigned to work with an experienced RN on the receiving unit.
- (c) The experienced RN will familiarize the reassigned nurse to the general functioning of the unit.
- (d) The reassigned nurse will identify to the experienced nurse her skills, abilities, and limitations in relation to the duties on the receiving unit. The two nurses will collaborate in providing patient care.

N-8 Electronic Grievance and/or Professional Responsibility Workload Report Form Articles 7.09 and Article 8.01 (a) ix)

- (a) The parties agree to use the electronic version of the ONA Grievance Form at Appendix 1 of the Hospital Central Agreement or Professional Responsibility Workload Report Form at Appendix 6 of the Hospital Central Agreement.
- (b) The parties agree that hard copies of the electronic form are valid for purposes of Article 7 and/or 8 of the Hospital Central Agreement.
- (c) The union undertakes to get a copy of the electronic version signed by the grievor and/or complainant and will provide the hospital with an original copy at the time of the grievance/complainant is heard.
- (d) The parties agree to not use or rely upon an preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration and/or Professional Responsibility Workload proceed to mediation or Independent Assessment Committee hearing.

N-9 Uniform Allowance

For full-time employees

Where uniforms are required, the hospital shall provide a uniform/shoe allowance of one hundred and fifty (\$150.00) to be provided on the first pay period of November.

For part-time employees

Where uniforms are required, provide a uniform/shoe allowance of one hundred dollars (\$100.00) to be provided on the first pay period of November.

ARTICLE O - PRE-PAID LEAVE

- O-1 Two (2) full-time and one (1) part-time employee(s) will be eligible to enroll in the prepaid leave plan each year with the understanding that no more than one (1) employee from each nursing unit will be allowed to apply in any one (1) year.

ARTICLE P - MODIFIED WORK

- P-1
- (a) The Employer will notify the President of the Local Nurses' Union of the names of all employees who go off work due to a work related injury or when an employee goes on L.T.D.
 - (b) When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Employer 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.
 - (c) The Employer 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.

P-2 Modified Work/Return to Work

The Hospital and the Association recognize that the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanently disabled, to enable their early and safe return to work.

The parties undertake to provide safe and meaningful employment for both permanently or temporarily disabled nurses based on the following principles:

- (a) A nurse has the right to employment following an injury or illness if the Employee is able to perform either the essential duties of their pre-injury/illness job or any other suitable modified work.
- (b) A nurse participating in this program will be paid the applicable hourly rate in accordance with the Collective Agreement.
- (c) A nurse with a disability has the right to have the work or workplace modified to accommodate their needs in order to facilitate an early and safe return to work to their pre-injury/illness job or other suitable work.

- (d) A nurse with a disability, whose pre-injury/illness job cannot be accommodated to allow them to perform the essential duties of that particular job, shall be offered alternative suitable work. Every reasonable attempt will be made to offer alternative work that is comparable in nature and salary to the pre-injury/illness employment.
- (e) In order to return a worker with a disability to her/his pre-injury/illness job, appropriate accommodation may include, but is not limited to modifications to the job or work station, reorganization of the work, provision of additional staff and/or retraining of the worker in order to perform the essential duties of the pre-injury/illness job or alternative suitable work.

ARTICLE Q - JOB SHARING

Q-1 If the Employer agrees to a job-sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

- (a) Job sharing request 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) employees and the Unit Manager.
- (c) The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- (d) Each job sharer may exchange shifts with her/his partner, as well as with other employees as provided by the Collective Agreement.
- (e) 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 employee would be required to work.
- (f) 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 their partner in the case of prolonged or extended absences.

- ii) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-time and Part-time Agreements:

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit 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.

Implementation:

- (g) 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.
- (h) Any incumbent full-time employee wishing to share her/his position, may do so without having her/his half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (i) If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the posted position, the remaining employee will revert to her/his former classification. If the remaining employee was previously part-time, then the shared position would revert to a full-time position and be posted according to the Collective Agreement.

Discontinuation:

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

ARTICLE R – VIOLENCE IN THE WORKPLACE

R-1 Definition of Violence

The Employer agrees that no form of verbal, physical, sexual, racial or other abuse which may cause physical or psychological injury or that gives a person reason to believe that s/he or another person is at risk of physical and or psychological injury will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will take every precaution reasonable to rectify the abusive situation.

R-2 Violence Policies and Procedures

The Employer agrees to develop, in consultation with the joint health and safety committee, formalized explicit policies and procedures to deal with violence. The policy will address the prevention of workplace violence, the management of violent situations, and support to employees who have faced violence. The policy and procedures shall be part of the employee's health and safety policy and each new hire shall receive training on this policy during the general orientation.

Prior to implementing any changes to these policies, the employer agrees to consult with the joint health and safety committee.

R-3 Notification to the Union

The employer will notify the JHSC and union in writing of all incidents related to violence resulting in injury, loss time or modified work within four (4) days. For critical injuries the employer will notify the JHSC and the union immediately and in writing within forty-eight (48) hours. Such notices will contain all of the information as prescribed in section 5 of the health care regulation.

R-4 Function of Joint Health and Safety Committee

All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to staff. The employer, in conjunction with the JHSC, will immediately and thoroughly investigate all acts and reports of violence and resulting in injury loss time or modified work and forthwith take every precaution reasonable in the circumstances to prevent violence from occurring.

R-5 Staffing Levels to deal with Potential Violence

The Employer agrees that, where there is a risk of violence, an adequate level of trained employees must be present. The Employer recognizes that workloads can lead to fatigue and a diminished ability both to identify and to subsequently deal with potentially violent situations.

R-6 Training

The Employer agrees to provide training and education, developed in consultation with the JHSC, on the violence prevention and harassment policies and programs, and on prevention of violence to all employees. This training will be done during a new employee's orientation and updated on an annual basis for all employees.

R-7 Support and Counselling

The Employer and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help victims recover from such incidents.

R-8 Damage to Personal Property

The Hospital will consider reimbursement for replacement of damages incurred to the employee 's personal property, such as eyeglasses, contact lenses or other prosthesis, etc ripped uniforms, personal clothing, as a result of being assaulted while performing his/her work.

The employee will endeavour to present her or his claim to the Employer within seven (7) days after the event, unless it was impossible for her or him to do so during this period.

R-9 Patient Handling Hazards

The employer and the union recognize that patient handling hazards exist in the workplace. The JHSC and their members are committed to reducing risk due to patient handling. As such, the organization, along with the JHSC are dedicated to reviewing patient handling hazards and developing safe patient handling programs/ergonomic program to reduce the risk of hazards.

R-10 Advise Workers about a Person with a History of Violent Behaviours

- (a) The Employer and the Union recognize the employer's obligation under section 25(2)(h) to take every precaution reasonable to protect workers and 32.0.5 (3) of the *OHS*A to provide information, including personal information to a worker related to a risk of workplace violence from a person with a history of violent behaviour.
- (b) The employer in consultation with the JHSC shall develop an effective written measure and procedure to put in place a visible warning system for all staff who may be exposed to patients who have a history of violent behaviour. A flagging measure system will be re-evaluated annually in consultation with the JHSC.
- (c) These measures and procedures will be re-evaluated annually in consultation with the JHSC/HSR

ARTICLE S - WORK RELATED INJURY

S-1 With the employee's consent the Employer will inform the Union within twenty-four (24) hours or as soon as possible of any employee who has

been assaulted or injured while performing her/his work. Such notification will be confirmed in writing.

ARTICLE T – BENEFITS

T-1 Voluntary Part-time Benefits – Process for Payment

The Employer shall provide part-time nurses with the option of voluntary participation in the group health and welfare benefits, specifically EHC, Dental and Semi-private plans as set out in Article 17, once the part-time nurse has completed her/his probationary period of five hundred and twenty-five (525) hours of work. It is understood the nurse will pay one hundred percent (100%) of the monthly premiums through payroll deductions or provide the Payroll Department with post-dated cheques dated the first of each and every month.

The Employer will notify the Bargaining Unit President of the benefit costs to part-time nurses in April of each year, and each time the benefit costs are modified as part of the renewal process.

T-2 Retiree Benefits – Process for Payment

Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in Article 17.01 (h) will provide advance payment of the benefits through post-dated cheques provided on a yearly basis. It is understood that any transaction would be dated the first of each and every month.

The Employer will notify the Union of the benefit costs to retired nurses in April of each year and each time the benefit costs are renegotiated by the Employer.

DATED THIS “27” DAY OF “December”, 2023.

FOR THE EMPLOYER

“J. Allarie”

“L. Lamontagne”

FOR THE UNION

“J. Landers”
Labour Relations Officer

“C. Barbour”

“A. MacInnis”

“D. Bliss”

Letter of Understanding
Re: Supernumerary Registered Nurse Position(s) Under New Graduate Initiative

The parties hereby agree to implement the current new graduate initiative as follows:

1. The new graduate initiative will follow the provision of the Letter of Understanding re: Supernumerary Positions contained in the Central Hospital Collective Agreement.
2. The employer will provide details related to the baseline staffing on the medical/surgical unit identified in order to demonstrate that the identified positions created are supernumerary.
3. It is agreed that once a RN under the NGI has completed a minimum of three (3) months on the medical/surgical unit, the parties will meet to discuss the possibilities of continuing the initiative in other areas on the condition that all parties are in agreement.
4. The employer will provide the Union with an updated list of all current vacancies within the bargaining unit and when they were posted last.
5. The Registered Nurse(s) hired under the New Graduate Initiative will not be utilized on any other units except as the parties otherwise agree, and will not be used for coverage of staffing needs on these units.
6. The employer will verify that all new graduates have received temporary registration from the College of Nurses of Ontario prior to commencement of their employment.
7. All nurses will be assigned a mentor as per the central LOU. A process will be developed for the mentoring of the new graduates and individual learning plans will be put in place.
8. The duration of each supernumerary position will be 7.5 months as per the central LOU. A process will be developed with the Bargaining Unit President, or designate, to assess the supernumerary position of each of the new graduates identified after a three (3) month period. This process will include discussion with the assigned mentor(s) to determine if the period of the supernumerary position can be decreased.
9. Where it is determined the period of any of the supernumerary positions can be reduced, a meeting will be held between the parties to determine how the remaining funding for the positions will be utilized for other members of the bargaining unit (i.e. internship opportunities, late career initiatives, etc...)
10. Should there not be agreement as to the spending of the additional funds the supernumerary positions will continue for the duration of seven and a half (7.5) months as per the central LOU.

11. The Union will be notified when any of the new graduate nurses successfully post into a permanent position applied for after their probationary period has been completed. As per the central LOU, no new graduate will commence such a position until the supernumerary position is completed.
 12. At the end of the supernumerary positions identified, the Union will be notified of the status of each of the new graduate nurses. New graduate nurses who have not secured a permanent position will become casual part-time as per the central LOU.
-

Letter of Understanding
Re: Registered Nurse Professionalism in the Workplace

The parties acknowledge the significant role Registered Nurses play in the delivery of high quality healthcare. We also recognize that it is important for patients and staff to be able to identify Registered Nurses who are widely disbursed throughout the hospital.

The parties will jointly promote the professional image and identity of Registered Nurses and will develop plans within the hospital to do so.

The parties agree to continue to discuss ways of identifying Registered Nurses. This will be achieved at Hospital Association Committee Meetings.

Letter of Understanding
Re: Category 'B' Position

The parties agree to the creation of a Category 'B' position(s) to ensure safe and qualified RN staffing levels.

The parties further agree that the intent of introducing Category 'B' positions is to allow the Employer to schedule less hours than those outlined in Article H-7 (c) i), Article H-7 (c) ii), and H-11 (b) i),

PART-TIME COMMITMENT:

An employee may request a transfer from Category 'A' (Regular Part-Time as per Article H-7 (c) i), Article H-7 (c) ii), and H-11 (b) i)) to Category 'B' at any time there is a vacant position available. Such approval will not be unreasonably denied.

PROCESS:

Both parties agree that the Category 'B' commitment to the Employer at the time of the posting shall only be as follows:

- i) Available to work four (4) tours on every eight (8) week schedule (regular tours and extended tours)

- ii) Available to work day, weekend, evening or night shifts (regular tours and extended tours)
- iii) Available to work the full year less five (5) weeks / thirty-five (35) days in which he/she is not available to work. The successful incumbent will indicate his/her unavailability to his/her direct supervisor.

Letter of Understanding
Re: Unit Coordinator Schedule – 10 Hour Extended Tours

In order to obtain 1,950 hours per year, the nurse working ten (10) hour extended tours shall work the following schedule:

- i) Three (3) extended tours at 9.5 consecutive hours, exclusive of a total of thirty (30) minutes of unpaid meal time.
- ii) One (1) extended tour at 9 consecutive hours, exclusive of a total of thirty (30) minutes of unpaid meal time.
- iii) The nurse shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty (30) minutes.

Letter of Understanding
Re: Article 13.04 Weekend Worker Schedule

The parties agree to establish a Weekend Worker Schedule for a one (1) year trial on the following basis in accordance with Article 13.04 of the Central Agreement:

1. The Hospital will post weekend worker positions in compliance with Article 10.07 of the Collective Agreement. It is understood that in the event the individual in a weekend worker position resigns, transfers or is terminated, the position may revert to a regular rotation. It is further understood that in the event the trial position is unsuccessful, the weekend worker will return to their former position.
2. The nurses will work a three (3) week rotation in order to achieve an average of 30 hours per week as per the following:

	Friday	Saturday	Sunday
Week 1	D12 or N12	D12 or N12	D12 or N12
Week 2		D12 or N12	D12 or N12
Week 3	D12 or N12	D12 or N12	D12 or N12

3. In order to improve distribution of statutory holidays amongst staff and meet scheduling needs, on a Statutory Holiday weekend, the worker may be scheduled on the Monday instead of the Friday.
4. Overtime will be applied only when hours of work exceed 90 hours per the three (3) week rotation.

5. The weekend definition under H-10 (f) will be followed.
 6. The hours of work of a weekend worker may be amended by mutual agreement to meet departmental needs or individual requests following the appointment of the successful candidate.
 7. Any proposed Weekend schedule not in accordance with the above will be discussed between the parties.
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Letter of Understanding
Re: Composite Positions

The parties agree to the creation of composite positions for six (6) month trial period on the following basis:

1. The job posting will clearly indicate the Nursing Units in which the hours will be worked.
 2. All hours worked by a nurse in a composite position will be distributed and posted between two distinctive nursing units. The hospital will determine the percentage of shifts distributed in each nursing unit based on operational needs.
 3. All provisions, including scheduling regulations, in the Collective Agreement will apply to the composite position. This includes on-call schedules for nursing units which have assigned on-call.
 4. The nurse in the composite position will be assigned one unit as their primary unit for the purposes of vacation, layoff, recall or any other provision dealing with seniority rights.
 5. Any proposed Composite Position not in accordance with the above will be discussed between the parties.
 6. The Employer or Union may discontinue this practice by providing the other party with four (4) weeks' notice and meet if requested by the other party, to discuss this request.
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