

LOCAL PROVISIONS

Between:

SOUTHLAKE REGIONAL HEALTH CENTRE
(hereinafter referred to as "the Hospital")

And:

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

(Full-time and Part-time)

Expiry: March 31, 2023

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APPENDIX 3
SALARY SCHEDULE - FULL-TIME & PART- TIME

		Effective April 1, 2021	Effective April 1, 2022
Registered Nurse Clinical Trials Nurse Discharge Plan. Nurse R.N. W/E Worker Research Nurse Electrophysiology Nurse Clinical Data Specialist Nurse Navigator Supportive Care Nurse	1 Year	\$33.90	\$34.24
	2 Years	\$34.06	\$34.40
	3 Years	\$34.62	\$34.97
	4 Years	\$36.34	\$36.70
	5 Years	\$38.05	\$38.43
	6 Years	\$40.19	\$40.59
	7 Years	\$42.36	\$42.78
	8 Years	\$44.52	\$44.97
	9 Years	\$47.69	\$48.17
	25 Years	\$48.53	\$49.02

A.05 Graduate nurses pending registration shall be paid \$60.00 per month less than the R.N. start rate set out above.

		Effective April 1, 2021	Effective April 1, 2022
Registered Nurse – First Assistant	1 Year	\$43.40	\$43.84
	2 Years	\$44.28	\$44.72
	3 Years	\$45.67	\$46.13
	4 Years	\$47.07	\$47.54
	5 Years	\$48.73	\$49.22
	6 Years	\$50.43	\$50.93
	7 Years	\$52.21	\$52.73
	8 Years	\$54.04	\$54.59
	9 Years	\$55.92	\$56.48
	25 Years	\$57.05	\$57.63

		Effective April 1, 2021	Effective April 1, 2022
Nurse Educator/Professional Practice Facilitator	1 Year	\$47.73	\$48.21
	2 Years	\$47.83	\$48.31
	3 Years	\$47.94	\$48.42
	4 Years	\$48.05	\$48.53
Geriatric Emergency Management Nurse	5 Years	\$48.73	\$49.22
	6 Years	\$49.91	\$50.41
	7 Years	\$51.06	\$51.57
Clinical Nurse Consultant	8 Years	\$53.24	\$53.78
	9 Years	\$53.35	\$53.89

	25 Years	\$54.31	\$54.86
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		Effective April 1, 2021	Effective April 1, 2022
Nurse Clinician	1 Year	\$39.30	\$39.69
	2 Years	\$39.68	\$40.08
	3 Years	\$39.73	\$40.13
	4 Years	\$41.20	\$41.61
	5 Years	\$42.66	\$43.09
	6 Years	\$44.11	\$44.55
	7 Years	\$45.56	\$46.01
	8 Years	\$47.03	\$47.51
	9 Years	\$49.42	\$49.92
	25 Years	\$50.29	\$50.80

		Effective April 1, 2021	Effective April 1, 2022
Nurse Coordinator	1 Year	\$45.34	\$45.79
Southlake @ Home Coordinator (RN)	2 Years	\$46.21	\$46.67
	3 Years	\$47.58	\$48.06
	4 Years	\$48.95	\$49.43
	5 Years	\$50.32	\$50.82
	6 Years	\$51.75	\$52.27
	7 Years	\$53.24	\$53.77
	8 Years	\$54.76	\$55.31
	9 Years	\$56.32	\$56.89
	25 Years	\$57.44	\$58.02

		Effective April 1, 2021	Effective April 1, 2022
Clinical Nurse Specialist	1 Year	\$41.21	\$41.62
Wound Care Specialist	2 Years	\$41.54	\$41.95
Charge Nurse Emergency	3 Years	\$41.58	\$42.00
Vascular Access Team Specialist	4 Years	\$42.58	\$43.00
	5 Years	\$44.14	\$44.58
	6 Years	\$45.39	\$45.84
	7 Years	\$46.67	\$47.13
	8 Years	\$47.98	\$48.46
	9 Years	\$50.41	\$50.92
	25 Years	\$51.30	\$51.82

		Effective April 1, 2021	Effective April 1, 2022
Outreach Clinical Leader	1 Year	\$41.18	\$41.59
	2 Years	\$42.32	\$42.72
	3 Years	\$43.90	\$44.33
	4 Years	\$45.43	\$45.88
	5 Years	\$47.02	\$47.49
	6 Years	\$48.88	\$49.36
	7 Years	\$50.35	\$50.86
	8 Years	\$51.84	\$52.36
	9 Years	\$53.40	\$53.94

		Effective April 1, 2021	Effective April 1, 2022
Clinical Resource Reviewer	1 Year	\$35.55	\$35.90
	2 Years	\$35.69	\$36.05
Patient Flow Navigator	3 Years	\$36.06	\$36.42
	4 Years	\$37.81	\$38.19
CTO Coordinator	5 Years	\$39.39	\$39.78
	6 Years	\$41.45	\$41.86
	7 Years	\$43.53	\$43.97
	8 Years	\$45.67	\$46.13
	9 Years	\$48.61	\$49.10
	25 Years	\$49.46	\$49.96

		Effective April 1, 2021	Effective April 1, 2022
Nurse Practitioner	APN*	\$52.53	\$53.06
	1 Year	\$55.15	\$55.70
	2 Years	\$56.56	\$57.70
	3 Years	\$58.04	\$58.61
	4 Years	\$59.50	\$60.09
	5 Years	\$61.00	\$61.61
	6 Years	\$62.57	\$63.19
	7 Years	\$64.15	\$64.80
	8 Years	\$65.77	\$66.43
	25 Years	\$67.09	\$67.77

*formerly APN Candidate

		Effective	Effective
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		April 1, 2021	April 1, 2022
Patient Flow Navigator/Charge Nurse	1 Year	\$37.38	\$37.75
	2 Years	\$37.88	\$38.26
	3 Years	\$38.23	\$38.62
	4 Years	\$39.99	\$40.39
	5 Years	\$41.56	\$41.98
	6 Years	\$43.64	\$44.07
	7 Years	\$45.74	\$46.19
	8 Years	\$47.84	\$48.32
	9 Years	\$50.77	\$51.28
	25 Years	\$51.63	\$52.15

*New Classification from MOS Dec 2014.

APPENDIX 4**SUPERIOR CONDITIONS****BENEFITS**

The parties agree that the Nursing Coordinators, Registered Nurse First Assistants and Nurse Practitioners will become entitled to all benefits as provided for by the ONA Central Collective Agreement except for dental recall which will remain at six (6) months until such time the ONA Collective Agreement reaches parity.

SCHEDULING – NURSE PRACTITIONERS

The parties recognize that the position requirements of the Nurse Practitioner do not lend itself to standard daily hours of work. In recognition of this factor, the parties agree that employees in this classification may establish their own flexible time schedules to provide the services necessary under the following guidelines:

- (a) Advanced Practice Nurses will be expected to manage their work to achieve a maximum of seventy-five (75) hours in a two week pay period.
- (b) Any overtime required subject to (a) above must be pre-approved by the Program Director or Designate.
- (c) Any hours deemed overtime will be administered as per the current conditions in the Collective Agreement.

SCHEDULING – REGISTERED NURSE FIRST ASSISTANT

The parties agree to continue the current process of posting schedules on a monthly basis for the Registered Nurse First Assistant group.

ARTICLE A – RECOGNITION

- A.1 FT The Hospital recognizes the Ontario Nurses` Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by Southlake Regional Health Centre, in the Municipality of York, Newmarket, Ontario, save and except Managers, persons above the rank of Manager, in-Service Co-ordinator, Discharge Planning Manager, and persons regularly employed for not more than twenty-four (24) hours per week.
- PT The Hospital recognizes the Ontario Nurses` Association as the exclusive bargaining agent for all registered and graduate nurses regularly employed in a nursing capacity for not more than twenty-four (24) hours per week by Southlake Regional Health Centre, in the Municipality of York, Newmarket, Ontario, save and except Managers, persons above the rank of Manager.
- A.2 The word "nurses" when used throughout this Agreement shall mean persons included in the above described bargaining unit.
- A.3 "Supervisor" or "Immediate Supervisor" when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.
- A.4 For the purpose of this Agreement the position of Head Nurse is now called Clinical Manager.

ARTICLE B – MANAGEMENT FUNCTIONS

- B.1 The Union recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital, except as specifically limited by this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, retire, discharge, direct, promote, classify, transfer, layoff, suspend, or otherwise discipline nurses, provided that a claim by a nurse that she/he has been discharged, suspended, or disciplined without just cause, may become the subject of a grievance and may be dealt with as hereinafter provided;
 - (c) determine in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, the tours of duty, work assignments, and working establishment for any service,

- (d) determine the number of personnel required, the services to be performed and methods, procedures, and equipment to be used in connection therewith;
- (e) make and 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 the Agreement.

B.2 The Hospital recognizes that the rights described in this Article shall be exercised in a manner consistent with all provisions of this Agreement.

ARTICLE C – ASSOCIATION COMMITTEES AND REPRESENTATIVES

C.1 (a) Union Representatives

There shall be fifteen (15) Union Representatives. There will be no more than two (2) Union Representatives per floor and the distribution of said Union Representatives will be at the discretion of the Union. The Union shall provide a current list of these Union Representatives to Human Resources.

(b) Grievance Committee

The Grievance Committee shall consist of not more than three (3) full-time nurses and two (2) regular part-time nurses.

(c) Hospital-Union Committee

The Hospital-Union Committee shall be comprised of not more than five (5) representatives of the Union, two (2) of which shall be part-time and five (5) representatives of the Hospital.

(d) Negotiating Committee

The Negotiating Committee shall be comprised of not more than five (5) nurses, two of which shall be part-time.

(e) The Hospital will recognize Health and Safety representatives for the Union that will be members of the Joint Health and Safety Committee for the Hospital. There will be three (3) full-time members and one (1) part-time member. The Union will also establish alternate members for the Health and Safety Committee. The Union will inform the Hospital of the names of the members that are the Health and Safety Committee members and alternate on a yearly basis. Members and alternates, as designated by the Union, will be compensated as per the Occupational Health and Safety Act.

(f) Scheduling Committee

There will be a Scheduling Committee composed of three (3) ONA members, one of whom will be Regular Part-Time and three (3) Hospital Representatives. The Committee will meet on minimum every three (3) months or as needed. The Committee will use a recorder to take and distribute minutes. These minutes will be distributed within ten (10) days of the Committee meeting. Information pertaining to and including schedules are to be provided to the Scheduling Committee at least eight (8) weeks in advance of the implementation of any changes in Unit scheduling practices.

The purpose of this committee will be:

- i) to act in an advisory capacity and assist in resolution of scheduling concerns;
- ii) to review all new master schedules and to ensure compliance with the Collective Agreement;
- iii) to provide suggestions to minimize Agency usage;
- iv) to provide advice regarding scheduling of regular part-time nurses.

C.2 The Union interview for newly hired nurses shall be scheduled during the new employee's orientation period. The Hospital shall designate the time and place for the interview.

The Hospital will provide the Union with a minimum of six (6) weeks notice, in writing, of the designated time and location of the Union interview.

C.3 The Hospital will provide paid leave to the Bargaining Unit President of fifteen (15) hours per week.

The scheduling of the above hours will be negotiated between the Local President, Human Resources and the Unit Manager involved.

The President will accrue full service and seniority during this time, and this time will be deemed as work time. The Hospital will not require the President to attend meeting(s) after working the night shift.

ARTICLE D – SCHEDULES OF WORK

D.1 General Scheduling Provisions

The Hospital will adhere to the following in the formulation of work schedules:

- (a)
 - i) Work schedules will be posted two (2) weeks in advance to cover a six (6) week period.
 - ii) Schedules shall be posted as soon as possible on the day of posting.
 - iii) The Hospital will not change a posted schedule with less than forty- eight (48) hours notice, unless by mutual agreement.
 - iv) Each Unit will have a master schedule with a copy provided to the Union upon request. Each master schedule will reflect the baseline needs, that being all full-time rotations and part-time committed rotations and remaining tours.
 - v) The hospital will not schedule split shifts
 - vi) Once a nurse accepts an additional shift, she/he must report for that shift unless arrangements satisfactory to the Employer are made;
 - vii) The day shift is the first shift of the day.
- (b) Nurses are permitted to exchange scheduled tours of duty with another nurse scheduled in that Unit, provided that the exchange in tours has been submitted in writing forty eight (48) hours prior to the shift exchange, except in extenuating circumstances, co-signed by the nurses involved, and approved by the manager. Such requests will not be unreasonably denied.
- (c) Requests for specific days and/or additional time off after the schedule has been posted will be submitted at least two (2) weeks prior to the time off being requested. The nurse will receive a written response to the request within one (1) week of the date of the submitted request. Exceptional requests may be submitted to the manager and the manager will consider the request and the request will not be unreasonably denied.
- (d) Nurses presently employed on the evening or night tours on a permanent basis, will not be rotated except by mutual consent.

Notwithstanding the above, each nurse on a permanent shift may be required to do a tour of duty on days, for in-service requirements and

evaluation every six (6) months, not to exceed three (3) weeks in a six (6) month period.

- (e) Additional shifts will be offered up to full time hours to nurses based on their seniority and equitability in the following order: regular part-time, job sharers, and then to casual nurses.

In the event that further overtime is available, full-time nurses will be called by seniority and equitability prior to regular part-time and casual nurses.

A tour will be deemed to be offered whenever a call or email is placed or a message left.

- i) Prior to the schedule being posted, all Regular Part time employees in a unit will be scheduled up to their forty five (45) hour commitment by seniority and availability and to meet the operational needs of the unit.
- ii) Once the schedule is posted, additional shifts, within the posted schedule, will be offered to Regular Part time employees in that unit, up to their forty five (45) hour commitment by seniority.
- iii) When all Regular Part time employees are scheduled up to their commitment and there are further available shifts, these additional shifts will be offered up to full time hours, within a pay period, to Regular Part time employees in the unit, based on their seniority in the following order: regular part-time, job sharers, and then to casual nurses.

Employees are to provide one (1) contact number or email address if they wish to be contacted.

It is understood that a period of time as set out below will be provided to the nurse to respond to the telephone call or email, and a message left where possible, with respect to an offer of an additional tour;

A shift commencing within 72 hours of the call or email will be offered to the first respondent. Individual emails will be sent in order of seniority.

A shift commencing 72 hours or more from the initial request will be offered to the most senior nurse to respond within 24 hours of the telephone call or email. Group emails may be utilized.

- iv) In the event that overtime is available within a pay period, full-time nurses will be called or emailed by seniority and equitability prior

to regular part-time, job sharers, and casual nurses being called by seniority and equitability

It is understood that a period of time as set out below will be provided to the nurse to respond to the telephone call or email and a message left where possible, with respect to an offer of an overtime tour;

A tour will be deemed to be offered whenever a call or email is place and a message left where possible.

Note: Equitability is defined as equal distribution of overtime shifts available, starting with the most senior available as per D1 e (ii).

- (f) The Hospital will provide the union with a minimum of eight (8) weeks written notice of start and stop times. The Hospital will endeavour to provide the Union and employees at least eight (8) weeks notification of any permanent change (a period defined as length of the normal posted schedule) in the unit master schedule. Where mutually agreed, this period of notice can be reduced. The Hospital and the Union will discuss schedule changes prior to the changes being implemented. The Hospital will not implement new start and stop times for any new or existing units without notification to the Union. The Union will be provided with copies of all unit schedules upon written request to the Manager of Human Resources.
- (g) When a line on a master rotation becomes vacant, the nurses in the unit concerned may request in writing to change to the vacant line. The vacant line on the master rotation shall be offered to the most senior nurse, based on seniority with consideration for the appropriate skill mix on the line. Such requests will not be unreasonably denied.
- (h) Where a nurse has worked and accumulated approved overtime hours, according to Articles 14.06 and 14.09, and elects to take equivalent time off, such time off must be taken within 60 days following the date on which it was accumulated. Such time off will be scheduled at a mutually agreeable time between the nurse and her/his manager. Requests for such time off will not be unreasonably withheld. If the time off is not scheduled as per the above guidelines, the Hospital will pay out any existing accumulated overtime banks in the first pay in January and August.

Requests to carry over no greater than 37.5 hours of payout will not be unreasonably denied, such request will be made prior to thirty (30) days of the payout date.

(i) Reassignment (Floating)

In accordance with the provisions set out in Article 10.07 (g) and 10.08, 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 taking into consideration the skill mix and abilities of the nurses:

- i) Patient care requirements are the first priority.
- ii) The Hospital will not normally reassign probationary employees, or employees not oriented to the area of reassignment.
- iii) The Hospital will reassign, where possible, employees who volunteer,
- iv) The Hospital will normally reassign agency employees before reassigning staff employees, and
- v) The Hospital will normally reassign staff nurses in the following sequence on the basis of reverse seniority; VNT; **casual** regular part-time; regular full-time.

(j) In the event that certain nursing departments of the Hospital are closed for a planned closure either during the Christmas or New Year's period or during the period June 15 to September 15, nurses assigned to these areas and who are not required as additional staff, either in a specific area or as additional float staff, by the Hospital may have the following options:

- (1) The nurse may request to be floated to other areas of the Hospital; or
- (2) The nurse may request to be granted an unpaid leave of absence.

(k) Nurses employed in Ambulatory Day Care, PACU, Mental Health Outpatient Program, Education Services, Discharge Planning and Employee Health, Cardiac Short Stay, Cancer Clinic, Arrhythmia Program, Cardiac Catheterization Lab, Diagnostic Imaging, Cardiac Rehabilitation and Prevention, Cardiac Clinics, Diabetic Clinic and any other Monday to Friday clinics shall continue to work a schedule which provides for the current number of weekends off.

If, however, circumstances warrant a change in these schedules with respect to the number of weekends off, the Hospital will provide the Union with at least eight weeks' written notice and meet with the Union for discussion prior to implementing the change.

- (l) Full-time nurses may be considered for temporary full-time vacancies on the same basis as regular part-time nurses. Notice will be sent to the union at the time of transfer and expected duration.

D.2

Provisions Specific to Regular Part-time Employees

(a) Regular Part-Time Commitment

- i) Regular part-time nurses will be available to be scheduled a minimum of twenty-two and one-half (22.5) hours per week or forty-five (45) hours in a two week pay period. Regular part-time nurses will be scheduled, as required, based on seniority, availability, and the operational needs of the unit, up to their commitment. Once the schedule is posted, when shifts become available, the shifts will be offered to regular part-time nurses that have not been scheduled up to their commitment of hours. It is the responsibility of regular part-time nurses to provide the Hospital with availability, in writing. The availability should be updated on a weekly basis or more often, if necessary.
 - ii) Available for scheduling twelve (12) months of the year unless the employee is on scheduled weeks of vacation or an approved leave of absence.
 - iii) Available to work on either period the Christmas period or the New Year's period and in addition at least three (3) other holidays during the year, two (2) of which will be those that fall between the dates of May 15th and September 15th of each year.
 - iv) Regular part-time employees will not be required to work their full commitment in any pay period where a week of vacation is scheduled.
- (b) At least forty-eight (48) hours off are to be scheduled following a period of scheduled night tours to a day shift or an evening shift.
 - (c) The Hospital will attempt to schedule nurses to rotate the two tours of their preference (D/E or D/N). However, for the continuance of efficient operation, the Hospital reserves the right to assign a nurse to a tour other than her/his preference, following notification, in writing, to the nurse concerned.

Notwithstanding the above, an employee who wishes to rotate all three (3) shifts must put their desire in writing to the Manager or designate with a copy to the Union.

- (d) Casual Availability
- i) Casual employees will declare on a monthly basis their availability for work the next six (6) week period.
 - ii) A casual employee who declares themselves available for work shall notify the Hospital as soon as a change in circumstances becomes known.
 - iii) Casual nurses shall not be pre-booked for shifts on the posted schedule.
- (e) Regular part time RN's will be available to work three (3) out of six (6) weekends based on availability but will not be scheduled for more than two (2) consecutive weekends during the six (6) week posted schedule.
- (f) If the Part Time RN is required to work on a second (2nd) consecutive and subsequent weekend, she/he will receive premium payment as defined in the Central Agreement, for all hours worked on that weekend and subsequent weekends, until a weekend is scheduled off, save and except where:
- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse, in advance of the requested weekend.
 - ii) such nurse has requested weekend work; or
 - iii) such weekend is worked because of an exchange of shift(s) or fulfilling a request for paid time off with another nurse.
 - iv) when a nurse makes themselves available for two (2) weekends in a row.

Premium pay will apply if scheduled for more than three (3) weekends out of six (6), save and except as above.

(g) Part Time 'Committed Line' Positions

- i. Part Time "Committed Line" Positions with a partial FTE commitment will be pre-scheduled. Master schedule rotations will be reviewed by the Scheduling Committee in accordance with article C.1 (f)
- ii. Once reviewed by the Scheduling Committee, the proposed and/or amended master schedule rotations will be shared by management with nurses from the unit.

- iii. Nurses who are awarded a Regular Part Time "Committed Line" Position will be referred to as Part-Time A.
- iv. During the initial introduction of Part Time "Committed Line(s)", the Regular Part Time Nurses in the Unit concerned may request in writing to his/her Manager or designate to assume the available line. The vacant line will be offered to the most senior Nurse based on seniority as defined in accordance with Article 10 of the ONA Central Agreement.

Thereafter, any Part Time "Committed Line(s)" will be posted as per Article 10.07 of the ONA Central Agreement.

- v. Schedules for Part-Time A employees will:
 - normally consist of up to forty-five (45) hours balanced over two-week periods.
 - have a predictable scheduling pattern.

*Clarity note: It is recognized that not all pay periods will have the same number of shifts. When creating schedules, the Employer shall make best efforts to balance the number of shifts over the master schedule rotation.

- vi. All other regular part-time nurses will be referred to as part-time B (regular part-time) and will be scheduled in accordance with Local Provision D.2., after part-time A have been scheduled to their committed line rotation.
- vii. Additional shifts will be offered in accordance with Local Provision D.1. subsection (e) iii) with the understanding that regular part-time shall include both part-time A and part-time B employees.

D.3 Scheduling For 7.5 Hour Tours

- (a) The weekend is defined as all hours from the completion of any day shift (s) on Friday to the commencement of any day shift (s) on Monday. A weekend for the permanent night nurses will commence no later than 0730 hours on Friday and will include a total of fifty six (56) consecutive hours off.
- (b) At least sixteen (16) hours off shall be scheduled between shifts, and at least forty-eight (48) consecutive hours off shall be scheduled following night duty.
- (c) A nurse will not be required to work more than seven (7) consecutive tours, followed by a minimum of two (2) consecutive days off. A nurse who rotates tours will not be required to work more than seven (7) consecutive shifts on either evenings or nights, without being scheduled for a period of day tours, unless otherwise agreed.

- (d) Nurses will not be required to change tours more than once per week.
- (e) The Hospital will schedule nurses to rotate between two shifts either days and evenings or days and nights. The assigning of these scheduled shifts will be based on the nurse's preference. Any disputes regarding the scheduling of these shifts, will be determined based on seniority. Nurses will be provided with written notice of any changes to their schedule, as per the collective agreement, and the notice will be provided to the Union.

D.4

Extended Tours

- (a) For nurses working extended tours, a regular day tour shall be comprised of 11.25 paid hours, which shall include forty-five (45) minutes of paid break time, and forty-five (45) minutes of unpaid break time.

(b) Scheduling

The following scheduling provisions shall apply to nurses working extended tours as follows:

- i) No more than three (3) consecutive extended tours shall be scheduled.
- ii) At least twelve (12) hours time off will be scheduled between shifts.
- iii) A weekend is defined as fifty-six (56) consecutive hours off, which shall commence no later than 1930 hours Friday. A weekend for permanent night nurses shall be defined as commencing no later than 0730 hours Friday.
- iv) A full time nurse may not be required to change tours of duty more than once during a week.
- v) The Hospital will not change a posted schedule with less than forty- eight (48) hours notice, unless by mutual agreement.
- vi) At least forty-eight (48) consecutive hours off shall be scheduled following night duty to a scheduled day shift. A shorter period of time between changes may be agreed upon by mutual consent.

FT Only

- (c) The Hospital will provide at least every second (2nd) weekend off.

If the nurse is required to work on a second (2nd) consecutive and subsequent weekend, she/he will receive premium payment as defined in the Central Agreement, for all hours worked on that weekend and

subsequent weekends, until a weekend is scheduled off, save and except where:

- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; in advance of the requested weekend.
 - ii) such nurse has requested weekend work; or
 - iii) such weekend is worked as a result of an exchange of shift(s) or fulfilling a request for paid time off with another nurse.
- (d) The Hospital will provide one additional weekend off per year in addition to every second weekend off. This additional weekend off shall be scheduled at a mutually agreeable time between the Nurse and the Nurse's Manager. The Nurse will submit in writing request for the additional weekend off. The request for the additional weekend off will be submitted four weeks in advance of the requested weekend and a response shall be provided to the Nurse at least two weeks in advance of the requested weekend. The scheduling conditions shall be waived to accommodate this special arrangement.
- (e) Extended tour schedules will be finalized prior to any vote being taken and will start after the successful secret ballot vote conducted by the Union and a Management representative. The secret ballot vote will require an eighty(80) percent agreement of the secret ballots cast, by Full Time and Regular Part Time Nurses on the Unit.
- (f) An extended tour schedule may be discontinued where the Nurses on the unit vote to discontinue extended tours. The vote to discontinue will be conducted by the Union and a Management representatives, by secret ballot of Full Time and Part Time Nurses on the Unit and will require an eighty (80%) vote to discontinue.
- (g) When less than eighty (80%) percent of the nursing staff in a particular nursing unit vote as outlined in Article D.4 (e), in favour of extended tours by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination of extended tours and normal tours in a particular nursing unit.

The Hospital shall make space available to the Union, in order to permit them to conduct a vote, to ensure that 100% of the unit staff have indicated their preference for normal tours or extended tours. The parties must meet to discuss the implementation of a combination schedule. Approval for implementation of a combination of extended tours and normal tours shall not be unreasonably denied.

D.5 Scheduling Provisions for 10 Hour Tours

- i) The ten (10) hour tour schedule may be introduced when a written request has been provided to the Hospital and copied to the Bargaining Unit President, signed by fifty (50%) of the nurses on that Unit.
- ii) The ten (10) hour schedule will be finalized prior to any vote on the ten (10) hour tour has been taken. Eighty (80%) of the nurses (full and part-time) that vote by secret ballot must be in favour of the ten (10) hour schedule.
- iii) The following scheduling provisions shall apply to all nurses working extended 10 hour tours:
 - (1) A ten (10) hour tour will be paid 9.375 hours. Nurses will be scheduled four (4) shifts in a week for 37.5 hours of paid time.
 - (2) Nurses shall be entitled, subject to exigencies of patient care, to unpaid meal periods of 37.5 minutes and 37.5 minutes of paid break time.
- iv) The Hospital or the Union may discontinue the ten (10) hour schedule in a Unit with the provision of ninety (90) days written notice to the other party. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days, to discuss the discontinuation of the schedule. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

D.6 4 ON/5 OFF – Extended Tour Schedule

- (1) 4ON/5OFF rotations are for full-time employees only.
- (2) The 4 ON/5 OFF extended tour schedule may be implemented when eighty (80%) percent of the employees on a particular nursing unit have so indicated by secret ballot.
- (3) When less than eighty (80%) of the staff on a particular nursing unit vote in favour of the 4 ON/5 OFF extended tour schedule by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination 4 ON/5 OFF extended tour schedule, other extended tours and normal (7.5 hour) tour in a particular unit.
- (4) The eighty (80%) percent figure above may be varied by mutual agreement between the parties.
- (5) The Hospital shall make space available to the Union in order to permit the Union to conduct the secret ballot vote.
- (6) The 4 ON/5 OFF schedule may be discontinued in any unit when:

- (i) fifty-one (51%) of the nurses in a unit so indicate by secret ballot;
or
 - (ii) the Hospital decides 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 (ii) above, then:
 - A) the parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuance; and
 - B) where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended;
- (7) The scheduling provisions contained in the Collective Agreement are applicable save and except as amended below:
- (a) Nurses will not be required to work more than four (4) shifts in a row. If a nurse works a fifth (5th) shift, the nurse will receive premium pay. The nurse will not receive premium payment if the fifth (5th) shift is requested by the nurse as a required additional shift to maintain full-time hours.
 - (b) Nurses will not be scheduled to work more than three (3) consecutive weekends. If a nurse works a fourth (4th) weekend or a portion of a weekend, the nurse will be paid premium as per the Collective Agreement, for all hours worked on that weekend, unless the nurse requests to work that weekend shift to maintain full-time hours and to work their required additional shift(s)
 - (c) All 4ON/5OFF master schedules will be calculated to years end to ensure the schedule provides 1950 hours in each calendar year. Nurses must make themselves available to work their required additional shift(s) on all shifts. The scheduling of the required additional shifts will be scheduled to provide direct patient care, prior to the scheduling of regular part-time nurses. The required additional shifts will be scheduled equally throughout the year and the number of required additional shifts will be determined by the nurse in consultation with the Manager, by January 31st of each year. If the nurse does not provide the

required availability for these required additional shift(s), the Manager will have the ability to schedule these required additional shifts(s) equitably throughout the year.

- (d) Prior to formulating a 4ON/5OFF master rotation for any unit the parties must agree on all scheduling provisions specific to the 4ON/5OFF rotation. The master rotation schedule will be developed based on the number of employees who indicate their willingness to work a 4ON/5OFF rotation. The finalized master rotation must be agreed upon by the parties prior to being presented to the employees on the unit. Once the master rotation is finalized it will not be altered without the consent of the Union.

D.7 Four Hour Tours (PT Only)

Where four-hour shifts are required, Article D in its entirety applies except as amended by the following:

- (a) The Hospital will endeavour to keep the number of four (4) hour shifts to a minimum.
- (b) There shall be an equitable distribution of such tours among the regular part-time nurses in each unit. Equitable distribution is understood to mean equity in the distribution of four (4) and seven and one-half (7½) hour or longer tours where they are available.
- (c) Nurses working four (4) hour tours shall be granted a fifteen minute paid rest period as per the Central Collective Agreement.
- (d) There will be no more than seven (7) shifts in a row scheduled. If a nurse is required to work on a eighth (8th) consecutive and subsequent tour, then she/he will receive premium payment for each shift so worked until a day off is scheduled.
- (e) On a unit where there are regular pre-scheduled four (4) hour tours, these four (4) hour tours shall be considered to be a full shift worked. Any requirement to work additional time beyond the four (4) hours will constitute overtime worked.

ARTICLE E – CHRISTMAS SCHEDULE

- E.1 A Nurse will be scheduled off work for not less than five (5) consecutive days, inclusive of either the Christmas period or New Year's period, unless the nurse requests otherwise, except in areas which are not normally required to work weekends and statutory holidays. The normal schedule conditions shall be waived to accommodate this special arrangement between December 15th and January 15th, save and except provisions;

- D.4 b. vi) At least forty-eight (48) consecutive hours off shall be scheduled following night duty to a scheduled day shift. A shorter period of time between changes may be agreed upon by mutual consent.
- D.6.7(a) Nurses will not be required to work more than four (4) shifts in a row. If a nurse works a fifth (5th) shift, the nurse will receive premium pay. The nurse will not receive premium payment if the fifth (5th) shift is requested by the nurse as a required additional shift to maintain full-time hours.
- D.6.7(b) Nurses will not be scheduled to work more than three (3) consecutive weekends. If a nurse works a fourth (4th) weekend or a portion of a weekend, the nurse will be paid premium as per the Collective Agreement, for all hours worked on that weekend, unless the nurse requests to work that weekend shift to maintain full-time hours and to work their required additional shift(s).

For the purpose of this schedule the Christmas period off shall be defined as the beginning of the day shift December 24th, until the beginning of the Day shift December 27th. The New Year's period off shall be defined as the beginning of the day shift December 31 until the beginning of the day shift January 2.

A nurse not scheduled on the holiday period that they were expected to work will be deemed to have worked the holiday period for scheduling purposes. Nurses will indicate their preferences of shift for the holiday period, in writing by October 1st of each year; the hospital will endeavour to accommodate such requests. If the nurse was scheduled to work the Christmas period the nurse must be scheduled to have the following Christmas period off, unless the nurse chooses to work. Where there is conflict, previous worked holiday shifts and staff experience will be considered.

The Hospital will post schedules indicating time off for the holiday period by November 1st. These schedules shall cover at least a six (6) week period inclusive of December 5th to January 15th.

If the staffing requirement allows for additional staff to be off during the holiday period, it will be granted based upon seniority of the scheduled nurses requesting time off.

Notwithstanding above, if requested the hospital will schedule the senior nurse(s) off for both Christmas and New Year's where the schedule allows. It is understood that five (5) consecutive days off may not be guaranteed to the nurse(s) should this request be granted.

ARTICLE F – VACATIONS (FULL-TIME AND PART-TIME)

- F.1 The vacation period shall be from June 1st until May 31st of the following year. Vacation quota will apply for the period of June 15th until September 15th of each year.
- F.2 Vacation requests for the period of June 15th until September 15th will be submitted to the Manager by April 1st. Vacations will be granted by seniority. The approved vacation time for this period will be posted by May 1st of each year.
- Requests for vacation at any other time of year shall be submitted at least three (3) weeks prior to the posting date for the new schedule and shall be granted on a first come first served basis. A response to the request will be provided from the Manager, in writing within three (3) weeks of the request and prior to the posting of the schedule. Exceptional requests for vacation will be considered by the Hospital at any time. A vacation request cannot be submitted greater than 12 months ahead of the requested time off.
- F.3 The Hospital shall endeavour to grant up to fifteen percent (15%) of the nurses on the unit off at any one time to accommodate vacation requests. Vacation requests will be dealt with separately for full-time and regular part-time nurses on the unit at the same fifteen percent (15%) ratio for both nursing groups. When this is not a whole number, it shall be “rounded up” at 0.5 or greater.
- Notwithstanding the above, the Manager in any department may schedule additional Registered Nurses off at any one time, if staffing requirements permit it.
- F.4 It is understood that vacation weeks are not necessarily continuous, however, the Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates, subject to the need to meet the operating requirements of the Hospital. The Hospital will not unreasonably deny vacations. Vacation may commence on any day of the week, a week being defined as Monday – Sunday for the period June 15 to September 15 only. This will be counted as a full week’s vacation, regardless of the number of vacation hours used to achieve the week off. It is understood that those who are scheduled for a week off as part of the regular schedule will not be counted toward the 15% off quota.
- F.5 A nurse may only exercise her/his seniority rights once in each vacation year. The parties agree that where nurses request separate vacation weeks during the prime time vacation period such requests will be considered one (1) request under Article G.5 provided all weeks are submitted under one (1) request.
- F.6 Vacation pay shall be paid to all nurses in advance of their vacation period, if they so request. Request for vacation pay must be submitted to the nurse’s

Manager, two weeks in advance of the pay period in which the vacation is scheduled.

Vacation pay shall be paid to all regular part-time and casual nurses on each bi- weekly pay.

F.7 Nurses may not take more than three (3) weeks of vacation from June 15th to September 15th. After vacation weeks have been granted a nurse may request single vacation days. Such requests will not be unreasonably denied.

F.8 There will be no carryover of vacation past May 31st of the following year. Exceptional requests will be considered by the Hospital.

F.9 Vacation may not be taken between December 24th and January 1st of each year.

ARTICLE G – PAID HOLIDAYS

G.1 The following shall be paid holidays:

- | | |
|-------------------------------------|------------------------|
| New Year’s Day | Thanksgiving Day |
| Family Day (3rd Monday in February) | 2nd Monday in November |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day |
| Dominion Day (Canada Day) | Labour Day |
| Civic Holiday | 1st Monday in June |

G.2 When a nurse qualifies for lieu days, the lieu day shall be scheduled off at a mutually agreed upon time, including weekends, within sixty (60) days either side of the holiday unless otherwise mutually agreed to by the nurse and the Hospital.

Nurses may request, in writing to her/his manager, to accumulate 37.5 lieu hours. Such hours are to be used at a mutually agreeable time as determined by the nurse and her/his manager.

If the time off is not scheduled as per the above guidelines, the Hospital will pay out any existing accumulated lieu banks owing to any employee on the first pay in January and August.

G.3 FT Only Scheduling of a day off on the day of observance of a holiday, will be distributed among the nurses in each nursing unit concerned, as equitably as is reasonably practical.

G.4 The master rotation, for all staff may be waived for a two week period surrounding a paid holiday, in order to accommodate the conditions set out below:

- (a) A nurse required to work the weekend in conjunction with a paid holiday, shall be required to work the paid holiday.
- (b) A nurse scheduled off on a weekend in conjunction with the paid holiday shall be scheduled off duty on the paid holiday.

G.5 FT Only In accordance with the current practice nurses working in the following areas, Ambulatory Day Care, PACU, Mental Health Outpatient Programs, Discharge Planning, Employee Health, Nurse Educators, Cancer Clinic, Cardiac Short Stay Unit, Arrhythmia Program, Cardiac Catheterization, Cardiac Clinics, Diabetic Clinic, Diagnostic Imaging, Prenatal Clinic, Breastfeeding Clinic and any other eight (8) hour clinics Monday to Friday will be scheduled off on paid holidays. The Hospital will provide the Union with at least eight (8) weeks written notice of any changes to the scheduling for these areas, and will meet with the Union to discuss the changes prior to implementing any changes.

ARTICLE H – STANDBY/ON CALL

H.1 The Standby/On Call scheduling currently occurs in the following Units, Surgical Suite, Post Anesthetic Care Unit, Ambulatory Day Care, Cardiac Cath Lab and Arrhythmia Clinic. Hospice Palliative Care Team, Psychogeriatric Community Assertive Treatment Team, and Assertive Community Treatment Team.

As required by the Hospital nurses working in the Assertive Community Treatment Team, Hospice Palliative Care Team, and Psychogeriatric Assertive Community Treatment Team will be required to remain available for duty on standby from 1630 to 0830 each weekday Monday to Friday, and will work on Holidays, Saturdays and Sunday for all hours required.

- H.2 Prior to implementation of Standby/On Call scheduling, the rationale and the proposed hours of Standby/On Call scheduling will be presented to the Hospital Association Committee.
- H.3 Standby or on call scheduling will be established in Patient Care Units where urgent care is required for specialized care provided by the nurses assigned to those units.
- H.4 All nurses scheduled for standby will be provided with pagers provided by the Hospital. The pagers will be returned by the employees to the Hospital on the next scheduled day of work.
- H.5 There will be equal distribution of the Standby/On call scheduling for all nurses assigned to the designated unit including full time and part time nurses. Casual nurses that are qualified may be scheduled Standby / On Call.

- H.6 Nurses may exchange or give away Standby/On Call scheduling with the mutual consent of the nurses involved and the approval of the Manager. The exchange of or give away of Standby/On Call scheduling will not result in incremental costs.
- H.7 Standby/On Call scheduling will be posted in accordance to the local collective agreement at the same time frame as per the posting of the regular schedule. The nurses scheduled Standby / On Call, will be scheduled for a maximum of five (5) consecutive shifts of standby. Nurses will not be required to work in excess of sixteen (16) hours in a twenty-four (24) hour period without being relieved from duty.
- H.8 The statutory holidays will be equally distributed amongst the nurses that are scheduled Standby/On Call.
- H.9 Nurses scheduled on standby are entitled to the normal relief and meal periods in accordance with the collective agreement. The Hospital will make available a sleep/rest area for nurses scheduled Standby/On Call.
- H.10 The nurses will clarify the need to remain at work prior to leaving the Hospital, according to the Departmental Process.
- H.11 Nurses will not be required to work their next scheduled shift without a minimum of eight (8) hours of rest period between the completion of the standby assignment and the next scheduled shift. The nurse will be paid for all scheduled hours within the eight (8) hour rest period. The Nurse must contact the Unit and be available to work any remaining hours of the scheduled shift or may request lieu time off if Unit's needs permit.
- H.12 A nurse who is required to remain available for duty on standby outside his/her regularly scheduled working hours shall receive standby pay in accordance with Article 14.07.
- H.13 Hospice Palliative Care Team & Psychogeriatric Assertive Community Treatment Team
- (a) When the response from such nurse on standby for telephone calls from patients, or the Hospital does not necessitate travel, the nurse shall be paid one and a half (1.5) times his/her regular hourly rate of pay for a minimum of thirty (30) minutes or for the duration of the call (whichever is more advantageous).

The nurse shall keep a log of all calls and submit it to his/her Nurse Manager or designate.

The nurse cannot receive pay for other calls received during the same thirty-minute interval. However, if the nurse must travel, she/he shall be paid in accordance with the standby/call back clause. The nurse cannot receive pay for other calls received while travelling.

Assertive Community Treatment Team

- (b) Nurses on the ACTT team who respond to a clinical patient call and any subsequent related call within one (1) hour of the initial call will be paid one hour and thirty minutes at one and a half (1.5) times his/her regular hourly rate of pay.
- (c) In the event employees of the above noted teams are required to travel while on-call they shall be paid two times (2x) their regular hourly rate of pay with a minimum guarantee of four (4) hours pay in accordance with Article 14.06.

ARTICLE I – JOB SHARING

- I.1 When the Hospital agrees to a Job Sharing agreement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply:
 - (1) Job sharing requests with respect to full-time positions shall be considered on an individual basis.
 - (2) (a) Total hours worked by the job sharing arrangement will equal one (1) full-time position. The job sharers will divide the scheduled shifts as per the Collective Agreement, by mutual agreement between the partners. If there are any disputes regarding the scheduled shift(s), the Manager will assign the shift(s).
 - (b) Job-sharers may work additional shifts as per the Local Collective Agreement article regarding Part-time Scheduling and Commitment.
 - (3) The above schedules shall conform with the scheduling provisions of the full- time Collective Agreement.
 - (4) Each job sharer may exchange shifts with her/his partner, as well as with other nurses as provided by the Collective Agreement.
 - (5) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.

(6) Coverage:

(a) The Job sharers will attempt to cover each other's incidental illnesses. If a Job Sharer cannot cover the other's absences, the Unit Manager will be notified in the usual manner to book coverage. Job sharers are required to cover each other's planned absences with a minimum of two (2) weeks notice. The Job Sharer will cover each other's vacation of up to 3 consecutive weeks duration unless extenuating circumstances approved by the nursing Unit Manager.

(b) Pregnancy leave, and other leaves pursuant to Article 11 of the Central Agreement:

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.

(7) Implementation

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.

(8) Any incumbent full-time nurse wishing to share her/his position, may do so without having her/his half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

(9) If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she/he is qualified. If she/he does not continue full-time, the position must be posted according to the Collective Agreement.

(10) Discontinuation

Either the Hospital or the Union 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 J – LEAVE OF ABSENCE

- J.1 Leave of absence for Union business shall be granted, once approved by the Bargaining Unit President, for a total of one hundred and fifty (150) days for both Full Time and Part Time Nurses in the Bargaining Unit. The Union will provide Human Resources with four weeks notice of the leave except in emergency situations. The Hospital will grant Leave for Union Business to one nurse from any one Unit and will not unreasonably deny the request.
- When the Local Coordinator works in the Bargaining Unit, the leave of absence time for Union business requested by the Local Coordinator will not be included in the aggregate days, as per the above one hundred and fifty (150) days.
- J.2 Officials of the Union, shall be permitted to wear an insignia on their uniforms, during working hours, indicating that they are officials of the Union.
- J.3 A Union representative that leaves their work area to attend business, as required by the Employer will be replaced by the Manager, if required. The Hospital will notify the Manager and the manager will provide the replacement if required. Attendance at any meeting will not be unreasonably denied and if denied the meeting will be rescheduled if necessary.

ARTICLE K – PRE-PAID LEAVE

- K.1 Effective April 1, 1989, it is agreed that seven percent (7%) of the full-time and part-time bargaining unit shall be permitted to be on pre-paid leave. It is further agreed that the determination of seven percent (7%) of the full-time bargaining unit and seven percent (7%) of the part-time bargaining unit will be based on the November seniority list.

ARTICLE L – MISCELLANEOUS

- L.1 Pay slips will be available via the current e-pay system. A nurse may request to have her pay slips mailed out, if a long absence is anticipated, i.e. Maternity Leave
- L.2 The Hospital agrees to supply and launder scrub dresses or scrub suits for nurses working in the Obstetrical area, Operating Rooms, Emergency Department, Critical Care areas, any designated isolation Units and Sterile Procedure Rooms. All scrub suits are the property of the Hospital.
- Nurses shall have the option of wearing scrub dresses or scrub suits in the Operating Room.
- L.3 A copy of the seniority list will be filed with the Union by March 1st and by September 1st.
- L.4 The wearing of nursing caps shall be optional.

- L.5 The Union shall be permitted to maintain Union binders on each individual nursing unit at the Hospital. Such binders shall contain general information regarding the duties and responsibilities of the Union.
- L.6 Any information acquired by the Employer from the automatic time clock system will not be used in arbitrary or discriminatory manner.
- L.7 The parties agree that the Attendance Management Program will not be used in an arbitrary or discriminatory manner. Nurses will not be required to attend any meeting on their own time relating to the Attendance Management Program.
- L.8 The Hospital will provide office space for use by the Local. This space will include a telephone, fax machine, computer, email, inter and intranet use and lockable filing cabinets. Each member of the local executive will have remote Hospital email access.
- L.9 Agency Reporting
- Reporting provided to the Union in accordance with Article 10.12 of the Central Agreement shall include the following:
- (a) Agency nurse hours worked per unit;
 - (b) Total agency nurse hours worked hospital-wide;
 - (c) Total bargaining unit hours worked per unit;
 - (d) Total bargaining unit hours worked hospital-wide;
 - (e) Percentage of agency nurse hours worked per unit; and,
 - (f) Percentage of total agency nurse hours worked hospital-wide.

ARTICLE N – MODIFIED WORK

- N.1 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.
- N.2 The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.
- N.3 When it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability, the Hospital will notify and meet with the ONA Return to Work representative to discuss the circumstances surrounding the employee's return to suitable work.

It is understood that it is the obligation of the disabled employee to ensure the Hospital's Occupational Health, Safety and Wellness Department is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.

N.4 Early and Safe Return to Work

The Hospital and the Union are committed to a consistent, fair approach to meeting the needs of Nurses requiring accommodation, 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 Union agree to cooperate in facilitating the return to work of those employees. The Hospital and the Union agree that ongoing and timely communication by all participants is essential to the success of the process. For the purposes of expediting communication the Hospital and the Union agree that participants will use electronic communication where available

- (a) A joint Return to Work Committee (RWC) comprised of the bargaining unit president, the RTW lead and or alternate and Hospital representatives will be established. One union representatives will be recognized as the RTW lead. The Committee will meet monthly with the ability to call additional meetings as necessary. The Union RTW lead will receive pay at straight time or time in lieu where possible for hours spent in return to work meetings on a day off. Such hours are invisible for the purposes of determining premium.
- (b) The Hospital will provide an updated list of information to the Union RTW lead, one week before the monthly meeting including the following:
 - i) Employees absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits
 - ii) Employees absent from work because of disability who are in receipt of Long Term Disability benefits including the last day worked
 - iii) Employees who have been absent from work because of disability for more than twenty-three (23) months
 - iv) Employees who are currently off for thirty (30) days or longer due to illness.
 - v) Employees who are currently on a temporary modified work program
 - vi) Employees who are currently permanently accommodated in the workplace
 - vii) Employees who require temporary modified work
 - viii) Employees who require permanent accommodation in the workplace.

- (c) A disabled employee who has obtained medical clearance from a treating physician to return to work will provide the Occupational Health, Safety and Wellness Department with medical verification of her/his ability to return to work including information regarding any restrictions. It is understood that the Occupational Health Physician is not the treating physician for the disabled employee.
- (d) When a returning employee is in need of a permanent accommodation the Hospital will notify the Union RTW lead and will provide him/her the information obtained under (c) above.*

*The Union commits when providing its list of reps it will identify who the RTW Lead is, and will update accordingly.

- (e) As soon as practicable, the employer and the Union will meet with the affected employee and the Manager to create and recommend a return to work plan.
- (f) In creating a return to work plan, the Hospital and the Union will examine the disabled employee's abilities and accommodation needs to determine if the employee can return to her/his:
 - 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
 - v) Alternate positions within the program
 - vi) Alternate positions within the Hospital
- (g) In creating a return to work plan, the committee will consider the employee's abilities and accommodation needs and if she/he is unable to return to work in accordance with (f) above, the committee will identify any positions in the Hospital in which the employee may be accommodated.
- (h) The parties recognize that more than one (1) employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the parties agree that in complying with the Collective Agreement, 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.
- (i) When more than one employee is deemed by the committee to be suitable for a particular position or arrangement, and the factors set out in the Collective Agreement are relatively equal, seniority shall govern.
- (j) The committee will monitor the status of accommodated employees and the status of employees awaiting accommodation. The committee will review any circumstances where attempts to accommodate an employee have proven unsuccessful.
- (k) When more than one employee requiring accommodation is deemed by the committee to be suitable for a particular position or arrangement, and the factors set out in the Collective Agreement are relatively equal, seniority of the staff requiring accommodation shall govern. The committee will develop and recommend strategies for;
 - i) integrating accommodated workers back into the workplace
 - ii) educating employees about the legal, personal, organizational aspects of disabled workers to work.
- (l) Alternative Placements
 - i) Before posting, the RWC will examine all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to her/his home unit.
 - ii) If a vacancy is identified as suitable for accommodation purposes, the RWC may recommend holding the posting and convene a meeting of the RWC as soon as possible to determine:
 - a) Whether the unit, after considering all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of employees working in the unit, alternative resources, can reasonably accommodate an employee, and,
 - b) Whether a position outside the bargaining unit may be an appropriate position for accommodating an employee.
 - iii) When the parties agree to a permanent accommodation and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing the details of the accommodation.
 - iv) The parties may agree to a written agreement for temporary accommodations of extended duration. In the event the

accommodation placement is unsuccessful, the parties will meet to determine next steps.

ARTICLE O – BULLETIN BOARDS

- O.1 The Hospital will provide access to a glassed, lockable bulletin board for the use of the Union in posting Union notices. The Hospital shall provide a key to the Bargaining Unit President.

ARTICLE P – VIOLENCE IN THE WORKPLACE

- P.1 (a) Violence Policies and Procedures

The Hospital agrees to develop, in consultation with the Joint Occupational 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 Nurses who have faced violence. The Policy and Procedures shall be part of The Nurses' health and safety policy and written copies shall be provided to each Nurse at time of hire.

Prior to implementing any changes to these policies, the Hospital agrees to consult with the Joint Health and Safety Committee.

- (b) Notification to the Union

The employer will notify the JHSC and union in writing of all incidents and injuries related to violence within 4 days. For critical injuries the employer will notify the JHSC and the union immediately and in writing within 48 hours. Such notices will contain all of the information as prescribed in section 5 of the health care regulation.

- (c) Function of Joint Health and Safety Committee

The Hospital's supervisors will investigate all acts and reports of potential/actual violence as defined in P.1 (a) and will take every precaution reasonable in the circumstances to prevent violence from occurring. The JHSC will be provided with the summary of all investigations and the steps to prevent recurrence. The Hospital will respond to all JHSC requests for additional material within 3 business days. The JHSC will be involved in investigations of all critical injuries as defined by the Ministry of Labour (Regulation 834, R.R.O . 1990) and outlined in the Occupational Health and Safety Act Section 9 (31), Section 51 (1).

(d) Training

The Employer agrees to provide training and information, 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.

(e) 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.

(f) Damage to Personal Property

The Hospital will provide 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 shall 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.

P.2 WSIB Surcharge Rebate Information

Within a week of receipt of the information, the employer shall provide the JHSC with any and all information about surcharges and/or rebates. The JHSC may make recommendations with respect to how any rebate money is spent although the spending of any such rebate is a matter for the Hospital to decide.

ARTICLE Q – NEEDLE STICK AND SHARPS INJURIES

- Q.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.

Dated at Newmarket, Ontario this 1st day March, 2022.

FOR THE EMPLOYER

Michael Briscoe
Interim Director, Human Resources

Nisa Kara
Interim Manager
Employee/Labour Relations/TA

FOR THE UNION

Todd Davis
Labour Relations Officer

Jill Moore
Bargaining Unit President

Donna Oliver
Grievance Chair

LETTER OF UNDERSTANDING

Between:

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

And:

**SOUTHLAKE REGIONAL HEALTH CENTRE
(hereinafter referred to as the "Hospital")**

Re: Bargaining Unit President

1. The Bargaining Unit President is to be on full leave of absence with the annual salary for such leave being maintained by the Hospital. The Bargaining Unit President will be scheduled to work Monday through Friday, thirty-seven and a half (37.5) hours per week and conduct joint Union-Hospital business. It is understood that the start and end times of the workday are flexible and that the days of the week can be changed with advance notice and mutual agreement. Further, it is also understood that the flexibility of start and end times will not result in overtime premium pay, without prior authorization. On completion of her/his term of office, the Bargaining Unit President shall return to her/his previous position, which includes rotation on the nursing unit.
2. The Bargaining Unit President is, however, to remain on the Hospital payroll, in order to retain her/his nursing unit as a home base. The Bargaining Unit President may work on the Home unit for up to four (4) weeks per year as mutually agreed by the Bargaining Unit President and her/his manager. The reporting relationship shall be through the Human Resources Department except when the Bargaining Unit President works on her/his home unit at which time the reporting relationship shall be through the home unit manager.
3. Maintain continuity of coverage with benefits and pension entitlements as are presently applicable. The Bargaining Unit President remains a member of the ONA bargaining unit with all of the rights and responsibilities that are provided under the Collective Agreement. For clarity, seniority and service shall continue to accrue.
4. The Hospital will bill ONA Local 124 on a quarterly basis for the portion (40% of the annual salary) to be paid by the Association for the period of her or his term.
5. This Letter of Understanding, providing an additional three days of paid leave to the Bargaining Union President, will exist for the length of this Collective Agreement; its renewal will be subject to mutual agreement between the Hospital and the Union.

6. Article C.3 remains in effect and is not subject to the time limits of this Letter of Understanding.

Dated at Newmarket, Ontario this 1st day March. 2022

FOR THE EMPLOYER

Michael Briscoe
Interim Director, Human Resources

Nisa Kara
Interim Manager
Employee/Labour Relations/TA

FOR THE UNION

Todd Davis
Labour Relations Officer

Jill Moore
Bargaining Unit President

Donna Oliver
Grievance Chair

LETTER OF UNDERSTANDING

Between:

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

And:

**SOUTHLAKE REGIONAL HEALTH CENTRE
(hereinafter referred to as the "Hospital")**

Re: Missed Shift Remedy

Where the parties, by mutual agreement deem, that a Nurse has been missed for an additional shift, the affected Nurse will be offered a shift as a Supernumerary staff member to be worked at a time mutually agreed to by the Nurse and their Manager. The extra shift will be paid at the rate which the Nurse would have received had the offer been made according to the Collective Agreement.

When a Nurse is scheduled to work a supernumerary shift and a staffing deficiency subsequently arises for that shift which requires replacement, the hospital will make every reasonable effort not to utilize the Nurse scheduled for the supernumerary shift as the replacement and will make every reasonable effort to find a replacement in accordance with its usual practice and provisions of the Collective Agreement.

The Union will be advised of the date of the shift and the name of the supernumerary staff.

Dated at Newmarket, Ontario this 1st day March. 2022

FOR THE EMPLOYER

Michael Briscoe
Interim Director, Human Resources

Nisa Kara
Interim Manager
Employee/Labour Relations/TA

FOR THE UNION

Todd Davis
Labour Relations Officer

Jill Moore
Bargaining Unit President

Donna Oliver
Grievance Chair

LETTER OF UNDERSTANDING

Between:

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

And:

**SOUTHLAKE REGIONAL HEALTH CENTRE
(hereinafter referred to as the "Hospital")**

Re: Virtual Nursing Team (VNT)

1. The Virtual Nursing Team (VNT) has been developed in order to meet the Hospital's need to replace short term absences and fill temporary vacancies and unforeseen increases to patient volume in units.
2. The Collective Agreement shall apply to all aspects of the VNT Nurse.
3. For the purposes of vacation, leaves of absence, lay-off or any other seniority or service entitlement under the collective agreement the VNT shall be treated as a separate program.
4. Prior to assigning a VNT Nurse, The Hospital must satisfy its obligations under the collective agreement with respect to the scheduling or calling in of regular part-time and/or casual nurses for scheduled tours and/or additional tours that become available after the schedule has been posted, save and except that VNT's may be utilized to fill temporary full-time vacancies due to sick leave absences, leaves of absence and pregnancy/parental leaves while the Employer makes proper arrangements to fill the vacancy under Article 10.07(d).
5. A nurse so assigned under Article 10.07 (d) shall be deemed to be on that unit for the duration of the temporary assignment and their name(s) shall be clearly indicated on the schedule within that unit.
6. The VNT shall receive appropriate training and orientation as per Article 9.03.

Dated at Newmarket, Ontario this 1st day March. 2022

FOR THE EMPLOYER

Michael Briscoe
Interim Director, Human Resources

Nisa Kara
Interim Manager
Employee/Labour Relations/TA

FOR THE UNION

Todd Davis
Labour Relations Officer

Jill Moore
Bargaining Unit President

Donna Oliver
Grievance Chair

LETTER OF UNDERSTANDING

Between:

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

And:

**SOUTHLAKE REGIONAL HEALTH CENTRE
(hereinafter referred to as the "Hospital")**

Re: Scheduling Software

The Parties agree to meet at LMM to discuss necessary changes to the collective agreement language regarding the implementation of the Hospital's scheduling software, specifically, but not limited to, Article D of the local collective agreement.

Dated at Newmarket, Ontario this 1st day March, 2022

FOR THE EMPLOYER

FOR THE UNION

Michael Briscoe
Interim Director, Human Resources

Todd Davis
Labour Relations Officer

Nisa Kara
Interim Manager
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