

## **COLLECTIVE AGREEMENT**

Between:

**ST. FRANCIS MEMORIAL HOSPITAL**  
(Hereinafter referred to as the "Hospital")

And:

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

**Expiry Date: June 7, 2021**

**APPENDIX 3 - SALARY SCHEDULE  
APPENDIX 5 - LOCAL PROVISIONS**

Between:

**ST. FRANCIS MEMORIAL HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

Expiry Date: June 7, 2021

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

	1-Apr-2020	1-Apr-2021
Start	\$33.56	\$33.90
1 Year	\$33.72	\$34.06
2 Years	\$34.28	\$34.62
3 Years	\$35.98	\$36.34
4 Years	\$37.67	\$38.05
5 Years	\$39.79	\$40.19
6 Years	\$41.94	\$42.36
7 Years	\$44.08	\$44.52
8 Years	\$47.22	\$47.69
25 Years	\$48.05	\$48.53

Lead Telehealth/Lead PharmacyMedical Unit Care Facilitator

	1-Apr-2020	1-Apr-2021
Start	\$36.10	\$36.46
1 Year	\$36.24	\$36.60
2 Years	\$36.85	\$37.22
3 Years	\$38.67	\$39.06
4 Years	\$40.50	\$40.91
5 Years	\$42.78	\$43.21
6 Years	\$45.07	\$45.52
7 Years	\$47.39	\$47.86
8 Years	\$50.74	\$51.25
25 Years	\$51.63	\$52.15

Nurse Practitioner

	1-Apr-2020	1-Apr-2021
Start	\$50.51	\$51.02
1 Year	\$50.80	\$51.31
2 Years	\$51.47	\$51.98
3 Years	\$52.31	\$52.83
4 Years	\$53.53	\$54.07
5 Years	\$54.63	\$55.18
6 Years	\$55.73	\$56.29
7 Years	\$56.42	\$56.98
8 Years	\$57.90	\$58.48
25 Years	\$58.38	\$58.96

For Regular Part-time and casual nurses, the hourly salary rate inclusive of the percentage in lieu of fringe benefits shall be calculated in accordance with the following formula:  
Applicable straight time hourly rate + 13%

## **APPENDIX 5 – LOCAL PROVISIONS**

### **ARTICLE A – RECOGNITION**

- A.1 The Hospital recognizes Ontario Nurses' Association (ONA) as the bargaining agent of all registered and graduate nurses of St. Francis Memorial Hospital employed in a nursing capacity at Barry's Bay, save and except Unit Managers and persons above the rank of Unit Manager.

### **ARTICLE B – MANAGEMENT RIGHTS**

- B.1 The Association recognizes that the management of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement.
- B.2 Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency, and in connection herewith to make, alter and enforce from time to time, reasonable rules and regulations, policies and practices, to be observed by its nurses, and the right to discipline or dismiss nurses for just cause;
  - (b) select, hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work schedules, work assignments, methods of doing work, and the working establishment for the service;
  - (d) direct the working forces, including the right to plan, direct and control the operation of the Hospital; and the right to introduce new and improved methods and equipment;
  - (e) manage the operation of the Hospital, including the determination of the number of personnel required, and the methods, procedures and equipment required in the operation of the Hospital; and
  - (f) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the nurses, which are not inconsistent with the provisions of this Agreement.
- B.3 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

## **ARTICLE C – UNION REPRESENTATION**

### C.1 Nurse Representatives

The Union shall appoint two (2) nurse representatives. One of which will be a Return to Work representative.

### C.2 Committees

(a) Union-Hospital - shall be composed of three (3) nurses of the local Union, one being the bargaining unit president and three (3) representatives of the Hospital. The chairs will alternate between the Union and the Employer. The Committee will meet quarterly or more often if required.

(b) Grievance - shall be composed of up to two (2) nurses, one of whom shall be chairperson.

(c) Negotiating - shall be composed of up to three (3) nurses, which will include both full and part-time employees and the Bargaining Unit President.

#### (d) Professional Development Committee

The Hospital shall recognize a joint committee of two (2) Union representatives, and the Bargaining Unit President and two (2) Hospital representatives who will meet to develop and implement guidelines, which govern this Committee. The chairs will alternate between the Union and the Employer. The Union representatives will be chosen by the ONA membership.

#### (e) Joint Occupational Health & Safety Committee

The Hospital will recognize one (1) ONA bargaining unit member as a representative on the Joint Occupational Health & Safety Committee.

(f) When a regular member of the above committees is not available she/he may be replaced by an alternate appointed by the Union.

### C.3 Interview - New Staff

In accordance with Article 5.06, the Hospital shall arrange with the Bargaining Unit President or her designate an interview time with newly hired nurses, during the orientation.

C.4 It is agreed that all local representatives are nurses employed by St. Francis Memorial Hospital.

C.5 The Hospital will pay the Bargaining Unit President, or her/his designate, at her/his regular straight time hourly rate for all time spent attending meetings with the Hospital outside her/his regularly scheduled hours, and this shall not result in premium payment.

## **ARTICLE D – LEAVE FOR UNION BUSINESS**

- D.1
- (a) Leave of absence for Union business shall be granted to a cumulative total for all nurses of thirty (30) days during a calendar year. Written notice on the prescribed form of such leave shall be given to the Hospital fourteen (14) calendar days in advance. Notice of leave submitted less than fourteen (14) days in advance shall be considered by the Hospital and shall not be unreasonably refused. It is agreed that not more than two (2) nurses shall be absent at the same time, provided that both nurses are not from the same unit.
  - (b) When a Bargaining Unit member becomes an executive member of the local executive (for example: Local Co-ordinator, Secretary, Treasurer) a cumulative total of an additional 70 days Association leave will be granted as above.

## **ARTICLE E – SCHEDULING REGULATIONS**

### **E.1 Posting of Rotation Schedules**

- (a) All rotation schedules shall be posted at least two (2) weeks in advance and shall cover a minimum eight (8) week period.
- (b) Prior to Christmas and New Year's paid holidays, the rotation schedule shall be posted by November 15, provided that specific requests be submitted in writing no later than October 15. The Hospital will post the previous year's work list by October 1.
- (c) A request for change in a posted time schedule must be submitted in writing or electronically (HRIS) and co-signed by a nurse willing to exchange days off or tours. It is understood that such changes in tours or days off initiated by the nurses and approved by the Hospital shall not result in overtime payment.
- (d) The Hospital will collect and review written requests once per week. If the shift exchange is not approved, the staff involved will be notified in writing however if circumstances prevent written notification, verbal notification of the denial will be effected. It is understood that such requests will not be unreasonably denied.

### **E.2 Scheduling Provisions**

- (a) Nurses shall not be required to work more than seven (7) consecutive days, unless mutually agreed otherwise. If a nurse is scheduled and works on an eighth (8<sup>th</sup>) consecutive day, she/he will receive premium pay for the eighth (8<sup>th</sup>) and any subsequent days so worked until a day off is scheduled.
- (b) There shall be normally a period of two (2) consecutive tours off between a change of tour and at least forty-eight (48) hours off duty following a period of night duty, except where a nurse agrees to a shorter period of time.



- (c) Shift rotation shall reflect fifty percent (50%) day shift and fifty percent (50%) other shifts where possible (not inclusive of days off). Where this is not possible, the amount of shift work (evenings/nights) will be divided as equally as possible amongst nurses.
- (d) A nurse who requests to work a specific tour (except the day tour) on a permanent basis shall be granted such request if possible.
- (e) The Hospital will endeavour to schedule at least every second weekend off. A nurse will receive premium pay for all hours worked on a third and subsequent consecutive weekend save and except where:
  - i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - ii) such nurse has requested weekend work; or
  - iii) such weekend is worked as the result of an exchange of shifts with another nurse.
- (f)
  - i) For the purposes of this article only, a weekend shall be defined as the period from the completion of the evening shift on Friday to 0700 hours on Monday excluding a period of up to two hours of overtime in conjunction with the Friday evening shift.
  - ii) For the purposes of scheduled time off for regular Part-time the employer will endeavour to provide a weekend consisting of sixty-four (64) consecutive hours off.

### E.3 Hours of Work – Scheduling

Full Time positions, including any job shared positions, will be scheduled first.

#### (a) Regular Part-time (RPT) Commitment (all units)

Regular Part-time nurses will be scheduled to work 0.4 FTE per pay period. Regular Part time nurses will have the opportunity to choose lines as they become available based on seniority.

Regular Part-time nurses must be available as required by the Hospital for the following:

- i) An additional two (2) shifts (D/E/N 6.7.5 or 11.25 hrs) per each two (2) weeks schedule. Available staff will be called in order of seniority.
  - ii) Two (2) weekends out of four (4) weekends.
  - iii) Up to Six (6) paid holidays per year including Christmas and Boxing Day, or New Years.
  - iv) Fifty-two (52) weeks per year, minus vacation entitlement.
- (b) Casual Part-time Availability

Casual Part time Nurses must declare their availability in accordance with Article E.3 d) v). Available shifts will be offered first to those who have indicated their availability. If circumstances prevent the provision of a written declaration, verbal declarations of availability will be accepted.

(c) Master Rotation

- i) Each unit will have a master rotation and a copy of the master rotation will be provided to the Union.
- ii) Whenever a new master rotation is created, Full-time and Part-time Nurses will choose rotation lines by seniority.
- iii) When a full time line becomes vacant on a specific unit, requests from Full Time Nurses on that unit may be submitted in writing for consideration of transferring to the vacant line in the rotation. Requests will be considered by seniority.
- iv) Full-time and Part-time nurses may be considered for temporary full-time vacancies in accordance with Article 10.07 (d) of the Central Agreement.

(d) Work Schedule Regular Part-time

- i) Additional shifts prior to posting of a work schedule will be scheduled first to those nurses with less than .4 FTE.
- ii) Once all Regular Part-time nurses have .6 FTE / 2 week additional shifts will be offered by seniority to those nurses who have made their availability known. Once the schedule is posted, members are responsible to work the posted shifts. Once posted, members have two weeks to review the schedule and report any inaccuracies.

If shifts still remain available such shifts will be offered to qualified Regular Part-time nurses from another unit prior to being offered to casual nurses.

- iii) Vacant tours arising from individual vacation days, sick time and paid holiday requests received prior to the schedule being posted will be assigned on the part time master schedule. These shifts will be assigned as equitably as possible according to seniority and according to availability.
- iv) Consecutive vacation tours will be offered by seniority. Weekend vacation replacement shifts will be assigned as a whole according to seniority and availability. Resultant RPT shifts will be assigned by seniority and availability.
- v) Nurses must indicate their availability in accordance with the commitment in E.3 (a) and E.3 (b), four (4) weeks in advance of the commencement of the posted rotation. The indication must include their availability for all additional shifts and weekends. Nurses will

indicate their availability for “D” “E” “N” or “av” which shall indicate availability for all shifts on any single date.

- vi) All shifts that become available after the schedule has been posted will be offered by seniority as outlined in E. 3 e). A shift will be deemed to be offered whenever a call is placed.
- vii) When Clinic/Telehealth shifts become available due to vacation or illness they will first be offered to the incumbent Relief RN, then to nursing staff with telehealth/clinic experience by seniority. If unable to replace with experienced staff it will be offered to regular part time staff by seniority.

(e) Posted Work Schedule (Call-ins)

- i) Additional shifts that become available after the schedule is posted will be offered;
  - A) By seniority and declared availability to RPT on the unit in which the vacancy has occurred
  - B) By seniority and declared availability to RPT on the other units of the Hospital
  - C) Job sharers on the unit in which the vacancy occurred, on their scheduled days off
  - D) Job sharers on the other units of the Hospital, on their scheduled days off
  - E) By seniority to casual nurses on the unit in which the vacancy has occurred,
  - F) By seniority to casual nurses on the other units of the Hospital.

E.4 Christmas - New Year's Holiday Scheduling

The Hospital will schedule at least five (5) consecutive days off at either Christmas or New Year's so that a nurse will have either period off, unless mutually agreed otherwise.

Scheduling regulations may be modified between December 15<sup>th</sup> and January 10<sup>th</sup> so that all nurses will receive five (5) or more consecutive days off unless requested otherwise at either Christmas or New Years. Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day, and time off at New Year's shall include New Year's Eve and New Year's Day.

Where scheduling permits a nurse(s) to have both Christmas and New Year's off, such scheduling will be done on the basis of rotating seniority amongst all nurses (full and part-time blended) on that unit.

## E.5

Extended Tours

- (a) Extended tours will be implemented in the Hospital (or within any unit) when:
  - i) at least eighty percent (80%) of the full- time and part time nurses working in the Hospital (or within any unit) indicate by secret ballot that they wish extended tours; and
  - ii) the Hospital agrees; it being understood that such agreement shall not be withheld in an unreasonably arbitrary manner; and
  - iii) the Director of Employment Standards Branch of the Ministry of Labour gives approval.
- (b) Extended tours will be discontinued:
  - i) at any time after six (6) months of the implementation of such tours if at least fifty-one percent (51%) of the nurses involved indicate in a secret ballot that they no longer wish to work extended tours; or
  - ii) by the Hospital because of:
    - A) adverse effects on patient care; or
    - B) inability to provide workable staffing schedules; or
    - C) other reasons which are neither unreasonable nor arbitrary.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
  - 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 compressed work week will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
- (d) Nurses who work extended tours shall be scheduled off at least every second weekend, unless mutually agreed otherwise.
- (e) No more than three (3) consecutive extended tours shall be scheduled, unless by mutual agreement. If a nurse is scheduled to work on a fourth (4<sup>th</sup>) consecutive and subsequent tour, she/he will receive premium pay for each tour so worked until a day off is scheduled.
- (f) Part-time nurses who work both seven and one-half (7 ½) hour and extended tours, shall not be scheduled to work in combination more than four (4) consecutive tours. If a nurse is scheduled to work on a fifth (5<sup>th</sup>) consecutive and subsequent tour, she/he will receive premium pay for each tour so worked until a day off is scheduled.

E.6 Tours of Less Than 7.5 Hours (hereinafter referred to as “short tours”)

Where the Hospital schedules short tours, Article E applies in its entirety, except as amended by the following:

- (a) nurses shall be granted a paid rest period of fifteen (15) minutes;
- (b) no nurse will be scheduled solely on short tours in any pay period, unless agreed to by the nurse;
- (c) if the tour should extend past five (5) hours, then the nurse will be entitled to a one half (½) hour unpaid meal break; and
- (d) nurses working short tours shall not be scheduled to work more than five (5) consecutive short tours. If a nurse is scheduled to work on a sixth (6<sup>th</sup>) consecutive and subsequent short tour, she/he will receive premium pay for each tour so worked until a day off is scheduled.

E.7 When the Hospital or the Union determines that a review of Hospital policies and procedures regarding scheduling is required, the nurses in the unit(s) affected will be consulted.

E.8 Weekend Worker

A Weekend Worker Position will be created in response to the needs of a Unit as determined by the Patient Services Department and/or expression of interest by nurses.

A newly created Weekend Worker Position will be posted bargaining unit wide.

Any full-time nurse(s) who wishes to work a Weekend Worker Schedule may express interest to the Patient Services Department. The parties (ONA & Hospital) will meet to discuss such request and circumstances for implementation.

The Weekend Worker position(s) will be filled in accordance with article 10.07(a).

The Weekend Worker will be treated as full time with applicable benefits as described in Article 13.04 of the Central Agreement.

Weekend Workers will be scheduled for two (2) 11.25 hour and one (1) 7.5 hour shifts each week. The rotation will rotate between days and nights. The 7.5 shift will normally be scheduled on the Friday or the Monday of the schedule. It is expected however that, from time to time, the weekend worker may need to be scheduled other weekdays in order to attend necessary in-service programs.

Vacation or incidental absences

For the purposes of vacation scheduling, the Weekend Worker will not be included in the Unit vacation roster.

If the Weekend Worker transfers to a regular full-time position, any vacation/holiday bank shall remain intact to be used for scheduled vacation or lieu time. If a Weekend Worker transfers to a part time position or terminates

employment, all vacation/holiday credits will be paid out (Article 13.04 (b)), on a separate cheque.

If the Weekend Worker leaves his/her schedule on a permanent basis, the position will be posted in accordance with Article 10.07(a) of the collective agreement

For Vacation Bank, Paid Holiday Bank, Sick Leave, Leaves of Absence, Tour Exchange, Overtime, Scheduling Provisions and Christmas Period, see Article 13.04 of the Central Agreement.

#### Discontinuation

Either party may discontinue the weekend worker schedules with ninety (90) days notice. Upon receipt of such notice, both parties will meet to discuss discontinuation process. It is understood that such discontinuation shall not be unreasonable or arbitrary.

### **ARTICLE F – PAID HOLIDAYS**

In the event that the Central Collective Agreement is amended to change the designation or reduce the number of paid holidays, the amendments will be immediately reflected in this local provision.

F.1 The following shall be recognized as paid holidays - full-time (15.0l):

New Year's Day	Civic Holiday
Family Day (3 <sup>rd</sup> Mon in Feb)	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
June (2 <sup>nd</sup> Friday in June)	Christmas Day
Canada Day	Boxing Day

F.2 A nurse entitled to a lieu day will take the lieu day within thirty (30) days before to ninety (90) days after the holiday at a mutually agreeable time or payment will be made in accordance with Article 15.06 (full-time).

F.3 Part-time nurses are paid for recognized holidays in accordance with 15.01.

### **ARTICLE G – VACATION**

G.1 Vacation - Full-time Nurses

(a) A nurse may accumulate credits in her vacation bank to a maximum of one (1) year of vacation entitlement whichever is greater.

G.2 Vacation – Part Time

(a) Part-time nurses will be entitled to leave without pay for vacation on the same entitlement basis as full-time nurses.

(b) Part-time nurses shall receive vacation pay in accordance with Article 16.01 on each bi-weekly pay cheque except as provided below.

- (c) A part-time employee has the option of banking her vacation pay. This banked amount will be paid out semi-annually, as a special payment separate from her regular pay, on the first pay of June and the first pay of December.
- (d) Twice a year the part-time employee has the option of changing from having her vacation pay banked and paid semi-annually back to having it paid out on each pay, and vice versa. The part-time employee must give payroll thirty (30) days written notice prior to the first pay of June or the first pay of December in order to change the method of vacation payout.

### G.3

#### Vacation Scheduling

Nurses shall indicate their vacation preference twice a year by 1630 hours on Jan 2<sup>nd</sup> for the period of April 1<sup>st</sup> – Sept 30<sup>th</sup> and by 1630 hours on August 2<sup>nd</sup> for the period of Oct 1<sup>st</sup> to March 31<sup>st</sup>.

Where two (2) or more nurses request the same period of vacation and the Hospital is unable to allow for the number of nurses having the same time off, then seniority of the nurses concerned shall be the deciding factor.

Vacation request will be approved by Feb 1<sup>st</sup> for the period of April 1<sup>st</sup> to Sept 30<sup>th</sup> and by August 15<sup>th</sup> for the period of October 1<sup>st</sup> to March 31<sup>st</sup> and shall not be changed unless mutually agreed to by the Nurse and the Hospital.

For vacation not requested by the Jan 2<sup>nd</sup> or August 2<sup>nd</sup> deadline, a written request must be made to the Director of Patient Care Services prior to the posting of the work schedule which the vacation request falls in and shall be approved on a “first come, first serve basis”, providing the hospital can meet the demands of the hospital at that time.

An employee who requests vacation during the prime time vacation period from the fourth Thursday in June to the second Tuesday in September, shall be granted no more than fourteen (14) consecutive days or two (2) periods of seven (7) consecutive days away from the workplace in any combination of days off and/or vacation credits, unless the employee requests in writing that the leave be taken in shorter or longer periods and the Manager agrees to the request. Where coverage is available, additional leave will not unreasonably be denied.

Each unit shall allow one (1) full time and one (1) part time nurse vacation simultaneously.

## G.4 Part time Vacation Chart

Gross Earnings/pay	Hours worked	Equivalent Unpaid Weeks Entitlement
4%	Start – 1525	2
6%	1526 – 4,499	3
8%	4,500 – 19,499	4
10%	19,500 – 32,999	5
12%	33,000 – 41,999	6
14%	42,000 plus	7

It is understood that Part Time vacation entitlement shall be consistent with Article 16.01.

**ARTICLE H – BULLETIN BOARD**

H.1 The Local Union shall have the use of a bulletin board to be placed in a mutually agreed place for the purpose of posting union notices. The Administrator, or his designate, may remove any inappropriate postings and will discuss such posting(s) with the President of the Local Union.

**ARTICLE I – PREPAID LEAVE**

I.1 The number of nurses that may be absent at any one time on pre-paid leave is one (1) full-time nurse and one (1) part-time nurse. Such requests will not be unreasonably denied.

**ARTICLE J – SENIORITY LIST**

J.1 A seniority list shall be posted bi-annually in March & September and will include seniority hours and service date.

**ARTICLE K – SELF-SCHEDULING**

K.1 The introduction of self-scheduling in a Unit will be subject to mutual agreement by the Hospital and the Union.

K.2 Trial Period

(a) Self-scheduling will be introduced where eighty percent (80%) of the nursing staff in a Unit indicate by secret ballot their willingness to participate in self-scheduling, for a trial period of nine (9) months.



- (b) Prior to the completion of the trial period, eighty percent (80%) of the nursing staff in the Unit must indicate by secret ballot their willingness to continue the self-scheduling arrangement, with the agreement of the Unit Manager.

K.3 The self-scheduling guidelines shall be followed.

K.4 The Director, of Patient Care Services shall review and approve the self-scheduling schedules to assure that adequate nursing coverage is maintained in the Unit.

K.5 Cancellation of the self-scheduling arrangement by either:

- (a) the Hospital, or
- (b) the Union, if at least fifty-one (51%) of the nurses involved indicate by secret ballot that they no longer wish to self-schedule,

shall be with four (4) weeks written notice to the other party to discuss the reasons for the cancellation. Such reasons will not be unreasonable or arbitrary.

K.6 The Collective Agreement shall apply in all respects.

K.7 Innovative Self Scheduling Guidelines

Pursuant to Article 13.03 of the central Collective Agreement, and a vote held where more than 80% of the nurses on the unit voted in favour of the schedule, the Hospital and the Union agree to the implementation of self scheduling of additional shifts for Part Time Registered Nurses under the following conditions:

- (a) Scheduling shall be in compliance with the ONA Collective Agreement and shall not result in premium payment for scheduled shifts unless prior authorization is given by the Director of Patient Care Services.
- (b) The Full-Time, Part-Time and Job Sharing master schedule will be completed five (5) weeks prior to commencement of the schedule. This is to include all Full-Time authorized vacation and stat days, etc.
- (c) Additional shifts prior to the posting of the schedule will be self scheduled equitably and completed 3 weeks prior to commencement of the schedule. The summer schedule, which includes ten (10) weeks from June to mid September, will be completed in its entirety.
- (d) Every effort to fill all shifts will be the responsibility of the facilitator. Any shift that cannot be filled by the staff will be forwarded to the Director, Patient Care Services. Appropriate shifts/assignments for relief staff including casual will then be designated.
- (e) Shift changes after schedule has been posted will be arranged through mutual agreement of staff of the same professional level. Request forms will be in writing or electronically (HRIS) signed and given to the Director of Patient Care Services for approval. It is the responsibility of the staff involved to ensure that the request was granted. Such request will not be unreasonably denied.

- (f) Selection of additional shifts shall be done by seniority.
- (g) A facilitator for self scheduling will be named through mutual agreement of the part time staff and she/he will be responsible for:
  - i. Preparing monthly schedule for binder
  - ii. Notifying staff members of completion date(s)
  - iii. Overseeing the completion of the schedule
  - iv. Forwarding any problems or areas of concern to the Director of Patient Care Services
  - v. Discussing augmentation of staff with Director of Patient Care Services prior to completion of schedule.

Self Scheduling will be discontinued if at least fifty-one percent (51%) of the nurses involved indicate in a secret ballot that they no longer wish to self schedule additional shifts. The Hospital and the Union may terminate self scheduling upon the provision of sixty (60) days written notice to the other.

#### **ARTICLE L – WORKERS' SAFETY AND INSURANCE BOARD (WSIB) AND RE-INSTATEMENT REQUIRING MODIFIED WORK**

- L.1 The Hospital will notify the Bargaining Unit Representative of the names of all nurses who go off work due to a work related injury or when an employee goes on LTD.
- L.2 The Hospital agrees to provide the Union and the employee with a copy of the WSIB Form 7 at the same time it is sent to the Board.
- L.3 The Hospital and the Union recognize the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating employees who have been ill, injured or permanently disabled, to enable their early and safe return to work, as per Hospital Policy.
- L.4 When it has been medically determined that an employee is ready to return to work, and prior to an employee returning on modified work, the Hospital will notify the Return to Work (RTW) representative and the employee to arrange a meeting to discuss the circumstances surrounding the employees return to work. A return to work plan will be created at this meeting.

#### **ARTICLE M – JOB SHARING**

- M.1 The introduction of job sharing arrangements will be subject to mutual agreement between the Hospital and the Union. The Hospital shall not arbitrarily or unreasonably refuse to implement job sharing.
- M.2 Job sharing requests with regard to full-time or part-time positions shall be considered on an individual basis, with a six-month trial period. Should the full-time or part-time nurse wish to return to her/his full-time or part-time position she/he will make her/his intention known prior to the end of the trial period.

M.3 Notwithstanding existing job sharing arrangements, there shall be no more than one (1) part-time and one (1) full-time job sharing arrangement in any one unit at the same time, unless mutually agreed otherwise.

M.4 The nurses involved in job sharing are entitled to all the terms of the part-time Collective Agreement except those which are modified as follows:

(a) schedules will conform to Article E of these Local Appendices, which sets out scheduling.

(b) total hours worked by the job sharers shall equal one (1) full-time or part-time position. However, all scheduled tours must be covered. Once the schedules are posted they will not be changed without the permission of the Unit Manager in the area concerned.

(c) Nurses will be granted at least five (5) consecutive days off over either Christmas or New Year's. When one job sharer works over Christmas, neither can be required to work over New Year's, and vice versa unless mutually agreed otherwise. Where both job sharers request to work Christmas or New Year's and a conflict exists, then seniority shall be the deciding factor.

(d) Paid Holidays

Job sharers will not be required to work, in total, more paid holidays than would one (1) full-time or part-time employee, unless mutually agreed otherwise.

(e) Each job sharer may exchange shifts first with her/his partner, and then with other nurses as provided by the Collective Agreement. A job sharer may exchange with nurses other than her/his partner only on scheduled tours off for the full-time or part-time line.

(f) Coverage

i) It is expected that job sharers will cover each other's incidental illnesses and vacation. If, because of unavoidable circumstances, one cannot cover the other, the Director, Patient Care Services, or her designate, must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences. Once the schedules have been posted, job sharers shall be offered additional tours only if they have made their availability known. It is understood that they may only make themselves available on tours when neither job share partner is scheduled.

ii) Vacation, Maternity 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 absences exceeding thirty (30) days, the remaining partner has the option of covering all of the absent partner's shifts for the duration of the absence. If the nurse is unable to cover the entire leave of absence she/he must inform the

Unit Manager at least two (2) weeks prior to the posting of each schedule. If the nurse cannot cover for her/his partner, the vacancy will be offered on the basis of seniority to the regular nurses. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

- M.5 Where the job sharing arrangement arises out of the filling of a vacant full-time or part-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- M.6 An incumbent full-time or part-time nurse wishing to share her/his position may do so without having her/his portion of the position posted. The other portion of the job sharing position will be posted and selection will be made based on the criteria set out in the Collective Agreement.
- M.7 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 remaining nurse will revert to her/his former status. If the remaining nurse was previously full-time or part-time, the shared position will become her/his position. If the remaining nurse was previously part-time and there is no part-time position available on the same Unit, she/he shall exercise her/his bumping rights to obtain a part-time position. The shared position must then revert to a full-time or part-time position and be posted as such.
- M.8 Discontinuation
- Either party may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.
- M.9 Change in Employment Status
- Prior to the commencement of any job sharing arrangement, all accumulated vacation, paid holiday and overtime hours accrued to the incumbent full-time or part-time employees will have the option to be paid out in a lump sum, or leave in bank and continue to bank as per hospital policy.

## **ARTICLE N – VIOLENCE IN THE WORKPLACE**

- N.1 The parties agree that no form of verbal, physical, sexual, racial or other abuse of nurses will be condoned in the workplace. Any nurse who believes the situation to be abusive shall report this to the immediate supervisor who will make every reasonable effort to rectify the abusive situation.
- N.2 The parties agree that if incidents involving aggressive action occur, such action will be recorded and reviewed at the Joint Health & Safety Committee. Reasonable steps within the control of the Hospital will follow to address the legitimate health and safety concerns of nurses presented in that forum.
- N.3 (a) Definition of Violence
- Violence is any actual, attempted or threatened or implied conduct of a

person that causes or is likely to cause physical and/or psychological trauma/ harm/injury/illness or that gives a person reason to believe that s/he or another person is at risk of and/or psychological trauma/harm/ injury/illness. The Employer agrees that such incidents will not be condoned. Any employee who knows of violence or potential violence shall report this to a supervisor who will make every reasonable effort to rectify the situation.

(b) Violence Policies and Procedures

The Employer agrees to develop formalized explicit policies and procedures to deal with violence. The policy will address the prevention of workplace violence, the management of violent situations, provision of legal counsel and support to employees who have faced violence. The policy and procedures shall be part of the employee's health and safety policy and written copies shall be provided to each employee at time of hire.

Prior to implementing any changes to these policies, the employer agrees to consult with the Union.

(c) Notification to the Union

The Hospital will inform the Joint Health and Safety Committee and the Union in writing within three (3) days of any employee who has been assaulted while performing her/his work. Such information, providing details set out in Section 5 of the Regulation for Health Care and Residential Establishments, shall be submitted in writing to the Union as soon as possible but in no case longer than four (4) days of becoming aware. For critical injuries the employer will notify the Joint Health and Safety Committee and the Union immediately and in writing, providing details set out in Section 5 of the Regulation for Health Care and Residential Establishments within 48 hours.

(d) 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.

N.4 Any nurse who has been assaulted while performing her work must complete an Employee Incident Report. The Hospital, with the nurse's written consent, will inform the President of the Local Union of the assault within seven (7) working days of the report of the incident.

N.5 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 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.

**ARTICLE O – MISCELLANEOUS**

O.1 It is further agreed that the language contained in the Local Appendix to the Central Agreement will be amended to reflect the terminology used in the Central Agreement (e.g. Hospital/Employer, Nurse/Employee, etc.)

O.2 Whenever the feminine pronoun is used in this Local Agreement, it includes the masculine pronoun and vice versa where the context so requires. Where the singular is used, it may also be deemed to mean the plural and vice versa.

O.3 The Hospital will provide the following information to the Bargaining Unit President:

- (a) copies of all job postings on the day they are posted;
- (b) the names of any bargaining unit nurses who are on short term disability, long term disability, pregnancy and parental leaves, as well as those nurses in need of modified/return to work, on a monthly basis; and
- (c) the Hospital will provide information in writing to the nurse on the above leaves regarding the benefit coverage to be expected and at what cost to the nurse, if any, at least two weeks prior to any such leave.

O.4 Mentoring Assignment

Nurses who wish to be considered for a Mentorship Assignment will indicate such interest in writing to the Unit Manager, including a resume.

The employer will contact the selected mentor to review the expectations of the mentorship process as per Article 9.08 (c) and Appendix 7.

O.5 In the event that the Hospital reports a nurse to the College of Nurses, it will send concurrently to the nurse, a copy of all such correspondence.

O.6 Union Office

The Hospital shall provide the Association with access to a computer, internet, fax machine and an area for a filing cabinet.

O.7 Needlestick/Sharps Safety

St. Francis Memorial Hospital has procedures in place to address needlestick and exposure to blood borne pathogens.

At each meeting the Joint Occupational Health & Safety Committee reviews statistics of all needlestick injuries and exposure to blood borne pathogens. As required, or on annual basis the committee will also review needlestick control plans and their effectiveness and forward recommendations as required.

O.8 Parking Rates

For the Term of this Collective Agreement, prior to implementing any parking rate changes the employer will consult with the Association

**ARTICLE P – TIME OFF IN LIEU OF OVERTIME**

- P.1 Article 14.09 applies to part-time employees.
- P.2 “Lieu days” shall be taken at a time mutually agreeable to the Hospital and the Employee within ninety (90) days of the shift giving rise to the premium pay or payment will be made. Such time off may be combined with scheduled weekends off, vacation or paid holidays and will only be granted for full shifts.
- P.3 Lieu days unable to be used within ninety (90) days will be paid out on a separate cheque.

**ARTICLE Q – LIEU DAYS**

- Q.1 Where a part time nurse has worked a regular shift not subject to premium pay the employee may request in writing by indicating on the sign in sheet that such time be banked as lieu time equivalent to one (1) shift’s accumulation. The Employee may bank a maximum of seventy-five (75) hours at any one time. Requests for increases above the seventy- five (75) hours will be considered on an individual basis and not unreasonably denied. The banked hours will be paid out at the rate earned.

**ARTICLE R – INNOVATIVE SCHEDULING**

- R.1 Innovative Schedules other than those currently provided for in Appendix 5 of the Local Provisions and which fall under Article 13.03 of the Central portion of the collective agreement will not be implemented on any unit prior to discussion with, and the agreement of the Union. All parameters related to the introduction, discontinuation, voting process, trial periods and scheduling will be agreed upon in writing.
- R.2 2D2N Schedule  

Pursuant to Article 13.03 of the central Collective Agreement, and a vote held where more than eighty percent (80%) of the nurses on the unit voted in favour of the schedule, the Hospital and the Union agree to the implementation of 2D2N schedules for Full-time Registered Nurses under the following conditions:

  - (a) It is understood that the implementation of the 2D2N schedule will be on a trial basis for 36 weeks. At the completion of the trial period a second vote will be held to determine if this schedule will continue.
  - (b) Employees hired subsequent to the commencement of the 2D2N schedule shall accept the rotation that is posted.
  - (c) The scheduling provisions contained in Article E are applicable save and except for the following:
    - i) An employee working the ‘4 on 5 off’ eleven point two five (11.25) hours extended tour schedule shall receive three (3) weekends off in a nine (9) week schedule. Premium will be paid, (as per Article

14.03) for all hours worked on weekends in excess of six (6) in a nine (9) week schedule, save and except where:

- A) The weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- B) The weekend is worked as a result of an exchange of tours with another employee.

For the purpose of this section, a weekend shall be defined as any period of at least fifty-six (56) consecutive hours off work that includes Saturday and Sunday and commences no later than the completion of the Friday day or evening tour.

- ii) No more than four (4) consecutive extended shifts shall be scheduled. The four (4) consecutive shifts will consist of two (2) eleven and one-quarter (11.25) hour days immediately followed by two (2) consecutive eleven and one-quarter (11.25) hour nights followed by five (5) consecutive days off. Premium will be paid, as per Article 14.03, for a fifth (5<sup>th</sup>) tour and subsequent tours save and except where:
  - A) The fifth (5<sup>th</sup>) extended tour is worked to satisfy specific requested days off requested by the employee; or,
  - B) The fifth (5<sup>th</sup>) extended tour is the result of an exchange with another employee.
- iii) Notwithstanding the above, the parties agree that during each eighteen (18) week scheduling cycle four (4) additional shifts of 11.25 hours will be scheduled on the full time master rotation. These four (4) additional shifts shall not incur premium pay and where possible will be split between days and nights and scheduled in the pay periods which otherwise contain either four (4) or five (5) scheduled shifts. This will include job share lines. The nurse may request vacation or stats for these four (4).
- iv) Full-time employees shall be scheduled to work full time hours (1950) per year.

## **ARTICLE S – REASSIGNMENT**

- S.1 For the purpose of a single shift reassignment, the Hospital will reassign nurses on the following basis:
- (a) Patient care and safety requirements will take priority in all reassignments;
  - (b) Where possible, reassignment will first be of a qualified nurse who volunteers;
  - (c) Where possible, the least senior qualified nurse will be reassigned;
  - (d) The Hospital will not normally reassign probationary or orientation nurses.



- (e) Where mentors are reassigned for a single shift, the nurse being mentored will accompany them to the new assignment.

#### **ARTICLE T – SUPERVISORY RESPONSIBILITIES**

Where the Employer assigns employees responsibilities including those supervisory responsibilities under the *Occupational Health and Safety Act* [Section 25(25)(2)(a)], the Employer will ensure that the employee has received training to ensure competency under the *Act*.

The parties agree that legal liability for supervision under applicable statutes rests solely with management.

SIGNING PAGE

Dated at Barry's Bay, Ontario, this 17 day of November, 2020.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

Gregory McLeod

Marc Pagé  
Labour Relations Officer

Mary-Ellen Harris

Lee Kelly

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**LETTER OF UNDERSTANDING**

Between:

**ST. FRANCIS MEMORIAL HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

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 readily 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 discuss issues of professionalism at their regular Labour Management meeting.

All hospital identification tags will clearly identify the employee as a Registered Nurse in a font that is clearly visible.

Dated at Barry's Bay, Ontario, this 17 day of November, 2020.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

Gregory McLeod

Marc Pagé  
Labour Relations Officer

Mary-Ellen Harris

Lee Kelly

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