

COLLECTIVE AGREEMENT

Between:

ST. JOSEPH'S HEALTH CARE LONDON
(Hereinafter referred to as the "Hospital")

And:

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

Expiry Date: March 31, 2025

**St. Joseph Health Care Executive
ONA Local 45**

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APPENDIX 5 - LOCAL PROVISIONS

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APPENDIX 3 - SALARY SCHEDULES**Registered Nurse**

	<u>1-Apr-23</u>	<u>1-Apr-24</u>
Start	\$37.93	\$39.07
1 Year	\$38.88	\$40.05
2 Years	\$39.86	\$41.06
3 Years	\$41.65	\$42.90
4 Years	\$43.52	\$44.83
5 Years	\$45.70	\$47.07
6 Years	\$47.98	\$49.42
7 Years	\$50.38	\$51.89
8 Years	\$54.37	\$56.00

Nurse Clinician, Nurse Educator

	<u>1-Apr-23</u>	<u>1-Apr-24</u>
Start	\$39.32	\$40.50
1 Year	\$40.26	\$41.47
2 Years	\$41.26	\$42.50
3 Years	\$43.08	\$44.37
4 Years	\$44.96	\$46.31
5 Years	\$47.18	\$48.59
6 Years	\$49.55	\$51.04
7 Years	\$52.02	\$53.58
8 Years	\$56.13	\$57.81

Unit Leader – Cataract Suite

	<u>1-Apr-23</u>	<u>20-Jul-23</u>	<u>1-Apr-24</u>
Start	\$39.93	\$41.93	\$43.07
1 Year	\$40.88	\$42.88	\$44.05
2 Years	\$41.86	\$43.86	\$45.06
3 Years	\$43.65	\$45.65	\$46.90
4 Years	\$45.52	\$47.52	\$48.83
5 Years	\$47.70	\$49.70	\$51.07
6 Years	\$49.98	\$51.98	\$53.42
7 Years	\$52.38	\$54.38	\$55.89
8 Years	\$56.37	\$58.37	\$60.00

The hourly rate for the Unit Leader – Cataract Suite will be maintained at the Registered Nurse straight time hourly rate plus the responsibility pay provided for in Article 19.04 (d). In the event the quantum of pay in Article 19.04(d) is increased the same increase will be made to the above rates.

Pod Coordinator, Care Coordinator and Community Liaison Coordinator

	<u>1-Apr-23</u>	<u>1-Apr-24</u>
Start	\$40.95	\$42.18
1 Year	\$41.84	\$43.10
2 Years	\$42.77	\$44.06
3 Years	\$44.53	\$45.87
4 Years	\$46.39	\$47.79
5 Years	\$48.55	\$50.01
6 Years	\$50.81	\$52.33
7 Years	\$53.23	\$54.83
8 Years	\$57.26	\$58.98

Primary Care Nurse Practitioner

The parties agree that there are no incumbents in the above classification and that in the event that the classification is reintroduced into the bargaining unit that Article 19.08 of the Collective Agreement shall apply.

APPENDIX 4 - SUPERIOR CONDITIONS**AWARDED BY THE CENTRAL
ARBITRATION AWARD DATED OCTOBER 23, 1981**

Clause # Central Award (Full-time)	Applicable Clause from existing Collective Agreement 1978 – 1980
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(Applicable to Parkwood Institute Main Building only)

19.09 NOTE 19.01	<p>For the classification of Charge Nurse, Assistant Head Nurse and Staff Education Instructor, the following education increments shall be paid in addition to the employee's regular rate of pay:</p> <ul style="list-style-type: none"> (a) Nursing Unit Administration Course (CHA and CNA) <ul style="list-style-type: none"> – \$15.00 per month (b) One (1) year University Diploma in Nursing <ul style="list-style-type: none"> – \$40.00 per month (c) Bachelor of Nursing Science <ul style="list-style-type: none"> – \$80.00 per month (d) Master of Nursing Science <ul style="list-style-type: none"> – \$120.00 per month
12.01	Nurses employed at either the Parkwood Institute Mental Health Care Building or the Southwest Centre for Forensic Mental Health Care as of January 8, 2015 will be covered under the 1992 Hospitals of Ontario Disability Income Plan.
15.05	The application of the award from Grievance Settlement Board OPSEU (Simcoe) #1725/91 and OPSEU (Chew) #3440/92 as outlined in Memorandum of Agreement Statutory Holiday Entitlements between OPSEU Local 152 Registered Nurse and St. Joseph's Health Care London Collective Agreement Expiry March 31, 2014 will be grand-parented to those Registered Nurses in receipt of this condition as of January 8, 2015.

Applicable to Nurses employed at either the Parkwood Institute Mental Health Care Building or the Southwest Centre for Forensic Mental Health Care as of January 8, 2015:

- 18.07 (d) If an employee refuses to take the vaccine required under this provision, they may be reassigned or may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the nurse is cleared to return to work. If a nurse is placed on unpaid leave, they can use banked lieu time or vacation credits in order to keep their pay whole.

ARTICLE A – RECOGNITION

- A.1 The Hospital recognizes the Union as the exclusive bargaining agent for all Registered Nurses and Nurses with temporary Certificate of Registration employed in a nursing capacity by the Hospital, save and except Managers/ Operational Leaders/ Service Coordinators/ Directors/ In Charge Nurses/ Supervisors/ Nursing Coordinators and persons above the rank of these positions/classifications; Division Programs Service Coordinators; Nurse in Charge Central Supply; Occupational Health and Safety Nurses; Infection Control Nurses and Practitioners; Employee Health Nurses; Clinical Nurse Specialists; Profession Practice Leader, and employees for whom, any other trade union holds bargaining rights.
- A.2 Where the term "Hospital" is used throughout this entire Collective Agreement, it shall mean St. Joseph's Health Care London, and all outlying clinical areas, or any other extension of St. Joseph's Health Care London.

ARTICLE B – MANAGEMENT RIGHTS

- B.1 The Union acknowledges that it is the exclusive function of the Employer to manage and direct its operations and affairs in all respects and, without limiting or restricting that function:
- (a) To maintain order, discipline and efficiency;
 - (b) To determine the number and location of the Employer's establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Employer's Hospital; to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interests of safety and well-being of the Employer's patients and the public;
 - (c) To make, alter and enforce reasonable rules and regulations to be observed by the employees;
 - (d) To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge nurses, and to assign nurses to tours and to increase and decrease working forces.
 - (e) It is understood that the Employer will exercise their rights in a fair and consistent manner.

- B.2 The powers and authority given under this Article B will not be exercised in violation or breach of this Agreement or any of the provisions thereof.

ARTICLE C – UNION REPRESENTATIVES

C.1 Employee Representatives

The Employer will recognize one (1) Employee Representative for each patient care area/unit of the Hospital. An employee of the Hospital requesting an Employee Representative be present during discussions will use the Employee Representative assigned to that unit/area, if available.

C.2 Union Interview

The Employer shall allow new employees, during the first two (2) months of their employment, thirty (30) minutes to meet with a Union Representative at a time and place mutually agreeable. The Hospital will provide to the Bargaining President, on the first of each month, a monthly report of all employees hired into the bargaining unit in the previous month. The report will include the name of the employee, the unit they are hired into, their immediate leader (Coordinator), their start date, their telephone number, and their work email.

Nurses transferred into the ONA bargaining unit from a non-ONA position will be provided the same consideration as a new employee.

ARTICLE D – COMMITTEE REPRESENTATION

D.1 Grievance Committee

The Employer will recognize a Grievance Committee of five (5) employees, one (1) of whom shall be the Chair and which will be either full-time or part-time employees of the Hospital. The purpose of the committee is to attend grievance meetings as herein provided.

D.2 Negotiation Committee

The Hospital will recognize a Negotiation Committee of up to eight (8) nurses from the Bargaining Unit. Nurses on the Negotiating Team will be scheduled to work the day tour on days that the Negotiating Teams are meeting and will be paid as though they had worked.

D.3 Hospital Association Committee

The Hospital will recognize a Committee of six (6) nurses from the Bargaining Unit. Each party may have alternates to replace a member from time to time.

D.4 It is understood the above Committees will be representative of employees at all sites.

D.5 Joint Health and Safety Committee

The Employer will recognize on the Hospital committee, up to eight (8) members from the bargaining unit. The Employer shall recognize one (1) ONA member as a certified worker pursuant to the Occupational Health and Safety Act from St. Joseph's Hospital and one (1) ONA member from Mount Hope and one (1) ONA member from Parkwood Institute Main Building and one (1) ONA member from Parkwood Institute Mental Health Care Building and one (1) ONA member from Southwest Centre for Forensic Mental Health Care and one (1) ONA member from Oxford ACT/Elgin Act 1 & 2 and one (1) ONA member from London ACT 1&2&3/Middlesex ACT and one (1) ONA member from Family Medical Centre as certified members. Currently there are eight (8) separate committees and it is understood that one (1) member of the committee will be from each of St. Joseph's Hospital and Parkwood Institute Main Building and Parkwood Institute Mental Health Care Building and Southwest Centre for Forensic Mental Health Care and from Mount Hope and Oxford ACT/Elgin ACT 1&2 and London ACT 1&2&3/Middlesex ACT and Family Medical Centre.

D.6 Professional Development Committee

The Hospital will recognize a committee of five (5) nurses from the Bargaining Unit, one (1) of whom will be the Bargaining Unit President/or designate. The Hospital shall be entitled to have up to five (5) representatives on this committee in accordance with Article 9.01 of the Central Hospital Agreement.

D.7 Professional Development

Registered Nurses will be considered for professional development as outlined in Article 11.09 of the Central Hospital Agreement.

Further, any other expenses such as transportation, registration and subsistence that the Employer chooses to reimburse, will be discussed prior to the nurse commencing the education.

The Professional Development Committee will review available educational opportunities and assist in ensuring notices are forwarded to all nurses in the specific unit(s) for accessibility.

D.8 Eligibility for Mentorship

The Employer will provide, on a regular basis, all nurses with the opportunity to indicate their interest, in writing, to assume a mentorship role. Application forms will be available on each of the units

In selecting a Mentor, the Director/designate will take into account the following skills and experience:

- i) Demonstrated, relevant clinical experience
- ii) Understanding of adult learning principles
- iii) Sound knowledge base
- iv) Effective communication skills
- v) Critical thinking and problem-solving skills
- vi) Willingness and ability to share knowledge and skills

The Director/designate, in consultation with the Educator (if applicable), will select and assign the Mentor for a given mentoring relationship.

The Mentor will be paid for doing this assigned responsibility a premium in accordance with Article 9.08(c) of the Central Hospital Agreement, in addition to their regular salary and applicable premium allowance.

ARTICLE E – LEAVES FOR UNION BUSINESS

E.1 In accordance with Article 11 of the Central Hospital Agreement leave of absence for Union business will be as follows:

- (a) no more than ten (10) nurses off at any one time.
- (b) no more than one (1) nurse off on any one (1) unit at any one (1) time. Consideration will be given to more than one (1) nurse off on a unit at any given time. Such requests will not be unreasonably denied. On units with twenty (20) or more bargaining unit nurses, a maximum of two (2) nurses may be absent concurrently for such leave.
- (c) no more than one hundred and twenty (120) working days in total for any single calendar year to be taken off by the Bargaining Unit. Union leave for the Bargaining Unit President will not be included in the one hundred and twenty (120).

E.2 Requests for leave shall be filed in writing signed by the Union Representative two (2) weeks prior to the period of the leave requested. The Employer will consider applications with less notice in emergency cases.

E.3 (a) The Employer shall grant the Bargaining Unit President or their designate three (3) 12 hour tours or five (5) 8 hour tours leave of absence per six (6) week schedule without pay to attend to the Bargaining Unit's business. In an emergency, there will be a minimum of twelve (12) hours' notice for granting of such a leave provided patient care needs can be met. The Hospital will provide

for four (4) paid shifts per six (6) week schedule of twelve hour (12) tours to the Bargaining Unit President to conduct Union business and to attend to matters of labour.

- (b) Accumulated time owing at straight time, as a result of a Bargaining Unit President or/designate assisting the Employer with Program transfers/consolidations will be taken as a full shift off at a mutually agreeable time.

E.4 Local Coordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to employees elected to the position of Local Co-ordinator. The request must be made in writing. The Union will provide the Hospital with two (2) weeks notice prior to the commencement of the leave. In extenuating circumstances this time may be reduced. It is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as they may require fulfilling the duties of the position.

ARTICLE F – BULLETIN BOARDS

- F.1 The Employer will provide the Union access to electronic bulletin board (currently on the St. Joseph's intranet) to post material pertaining to the Union and its' members to assist the Union with communication to its' members. It is understood that any material posted must meet the policies of and reflect the values of St. Joseph's. The Union will have the ability to post notices themselves or a process to have notices posted within 24 hours Monday to Friday excluding Statutory Holidays and days that Statutory Holidays are observed.

ARTICLE G – SENIORITY LISTS

- G.1 The Hospital-wide Ontario Nurses' Association Bargaining Unit Full-time and Part-time seniority list will be compiled effective February 1st and August 1st and will be posted March 1st and September 1st of each year. These lists will be available through the Hospital and Union Representatives and in the Human Resources Department. Seniority lists will be provided electronically to the Bargaining Unit President.
- G.2 The seniority list will contain the seniority date and the last date of hire into the Hospital for full-time employees and accumulated seniority hours and the last date of hire into the Hospital for part-time employees.

ARTICLE H – PAID HOLIDAYS

H.1 The following are the Paid Holidays which will be observed for the purpose of this Agreement, namely:

New Year's Day – January 1	Family Day (3rd Monday in February)
Good Friday	Easter Monday
Victoria Day	Canada Day – July 1
Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day – November 11
Christmas Day – December 25	Boxing Day – December 26

Where an employee is scheduled to be off duty on a holiday weekend the Employer will normally schedule their off duty on the holiday. e.g. Monday or Friday. Likewise if a nurse is scheduled to work on a holiday weekend they shall normally be scheduled to work on the holiday. This Article shall not apply to Christmas Day, Boxing Day or New Year's Day.

Note: the above scheduling provision does not apply to employees working the extended tour or a 2D2N rotation

APPLIES TO PART-TIME ONLY:

When an employee is scheduled to work the weekend preceding a paid Monday holiday, the Hospital will endeavour to schedule them to work such holiday, if work is available except where such tour is required to fulfil the commitment of another employee.

H.2 Nurses shall be paid premium pay in accordance with Articles 14 and 15 of the Central Hospital Agreement as may be appropriate for all hours worked between 0001 hours and 2400 hours on the days so listed in Article H.1.

H.3 (a) A blank Christmas and New Year's Preference Sheet will be posted in each unit no later than September 1st in each year and each employee in the unit shall indicate whether they want to be scheduled off over the Christmas period or over the New Year's period, by October 1st of each year. In the event an employee's preference cannot be granted, it shall be granted the following year. The schedule reflecting the Christmas period and the New Year's period will be posted by November 1st of each year.

The Christmas and New Year's schedule will be posted as a draft two (2) weeks prior to the posting date for review by employees. The employee will have one week to review and notify their Director/Coordinator of errors or changes.

(b) The Employer shall schedule each employee off duty for five (5) consecutive days at either Christmas or New Year's, except where the nurse requests a lesser entitlement. Nurses may request that

they remain on their normal rotation over the holiday period provided this request does not provide the nurse with both holidays off or interferes with the scheduling of the five (5) days for other nurses. Such requests will not be unreasonably denied.

The Christmas period is defined as December 24th commencing at 0700 hours until 0700 hours December 27th. The New Year's period is defined as December 31st commencing at 0700 hours until 0700 hours January 2nd of any year. If the normal start time of a tour for a unit is something other than 0700 then the normal start time of the tour would replace 0700 in this article. Time off or time worked, if required, for either the Christmas period or New Year's period will include this time frame.

- (c) The Hospital will endeavour to schedule nurses for no more than two (2) 12 hour tours or two (2) 10 hour tours or five (5) 8 hour tours over the Christmas period or the New Years period. If operationally feasible nurses may be scheduled off for Christmas and New Year's this will be done by seniority.
- (d) The terms of this Article H.3(b) do not apply to those employees working in units where they are not normally scheduled to work on Saturdays and Sundays or Paid Holidays.
- (e) During the period of December 15th until January 15th the Employer will endeavour to observe the provisions and conditions respecting work scheduled.
- (f) Vacation requests for the period mid-December to mid-January will be considered on an individual basis, subject to staffing requirements and providing it does not interfere with time off of other employees over Christmas and New Year's.

H.4

APPLIES TO FULL-TIME ONLY:

- (a) Lieu days off will be scheduled forty-five (45) days prior to or following such paid holidays or at a time mutually agreed upon or payment shall be made in accordance with Article 15.03 of the Central Hospital Agreement.
- (b) A nurse may accumulate a maximum of three (3) lieu days at any given time. These lieu days may be taken at a time mutually agreed upon.

H.5 Accumulated Time Owing

APPLIES TO FULL-TIME ONLY:

- (a) Accumulated time owing as referred to in Article 14.09 of the Central Hospital Agreement, shall be taken at a mutually agreeable time within the same fiscal year, or payment shall be made at the employee's request in accordance with Article 14.09 of the Central Hospital Agreement. Requests will not be unreasonably denied and responses to requests provided within seven (7) calendar days.

APPLIES TO PART-TIME ONLY:

- (b) Part time nurses may accumulate time owing for hours on which they would be entitled to receive premium payment pursuant to Article 14.09. It is understood that this accumulated time may be utilized to supplement wages and may be used to replace a scheduled tour including a tour that is cancelled. Further it is understood that the maximum amount of time an employee can accumulate is thirty-three and three quarter (33.75) hours. Accumulated time owing shall be taken at a mutually agreeable time within the same fiscal year or payment shall be made at the end of the fiscal year. Requests will not be unreasonably denied and responses to requests provided within seven (7) calendar days.

Note: The Current year St. Joseph's Health Care London is April 1st to March 31st and is subject to change at any time.

H.6 **APPLIES TO FULL-TIME ONLY:**

The scheduling of all off duty days including annual vacation as provided in this Agreement shall be conditional upon the availability of qualified staff to provide efficient and proper care of patients at all times, as required by the Employer.

ARTICLE I – VACATION

- I.1 (a) The Hospital will post by March 1 a vacation planner in each scheduling unit to cover the period from May 15th to November 15th in each year and each nurse employed in the unit should indicate prior to March 24th their preference for that vacation; in the event of conflict, seniority shall govern. Employees will only be able to utilize their seniority to secure three (3) weeks of vacation, inclusive within the months of June, July and August and will only be able to have one (1) single day of vacation granted in each of the months of June, July and August. Preference for the granting of vacation shall be given to those employees who request a week of vacation (a week is defined as seven (7) consecutive calendar days off) in accordance

with the unit's vacation planner. The vacation schedule shall be confirmed by April 15th. Any remaining vacation time or vacation time that becomes available between May 15 and November 15 shall first be offered to nurses whose vacation requests have been denied and thereafter be granted on a first come first serve basis.

Vacation quotas will not be unreasonable. Notwithstanding, the Hospital will endeavour to schedule a minimum of one (1) Full -Time and one (1) Part-Time scheduled off at any one time. It is understood that vacation quotas for each classification shall be separate.

The Hospital will post by September 1st a vacation planner in each scheduling unit to cover the period from November 15th to May 15th in each year and each nurse employed in the unit should indicate prior to September 23rd their preference for that vacation; in the event of conflict, seniority shall govern. The vacation schedule shall be confirmed by October 15th. Any remaining vacation time or vacation time that becomes available between November 15 and May 15 shall first be offered to nurses whose vacation requests have been denied and thereafter be granted on a first come first serve basis.

Once approved, vacation may only be cancelled by the nurse during the period up to two (2) weeks prior to the posting of the schedule.

Vacation days will not be changed to be paid by Accumulated Time Owing or Personal Leave of Absence.

Where an employee has not schedule their entire earned vacation entitlement by October 1st of each calendar year, the Hospital will meet with the employee to discuss the scheduling of such vacation. The employee may request to carry over up to 75 hours from one calendar year to the next calendar year, which must be scheduled within that calendar year. It is understood that vacation earned in the calendar year is to be taken within the same calendar year.

(b) Vacation requests not submitted on the vacation planner are approved subject to the following:

i) they shall not conflict with previously approved vacation requests and are granted in the order they are received, and

ii) **(APPLIES TO FULL-TIME ONLY)**

Saturday/Sunday only vacation requests may be granted during July and August, however, it is understood that requests for a week of vacation shall take precedent. Requests will not be unreasonably denied.

- iii) Nurse will receive a response to the request for vacation within seven (7) calendar days.

I.2 A vacation planner for each classification shall be posted in all units. Vacation quotas will be posted on the vacation planners.

I.3 (a) The Employer shall give every consideration to the preference of employees as to which time the employees desire their vacation but of necessity the final decision as to the scheduling of vacations remains with the Employer. Notice shall be posted in all departments giving employees an opportunity to indicate the time desired for their vacation. Where more employees have indicated the same period of time than the Hospital can reasonably grant, preference for the choice of vacation periods shall be given to employees having the longest period of seniority with the Employer. Allocation of vacation periods shall be subject to the Employer's requirements in maintaining adequate, capable staff as required by it, to provide patient care in all departments of the Hospital.

(b) **APPLIES TO FULL-TIME ONLY:**

If preferred, a nurse may request scheduling of their vacation in periods of single days to a maximum of eight (8) single days off, extended tour or short tour, or part days, with a minimum of two (2) weeks' notice to their Director/Coordinator or delegate; unless the notice is less by mutual agreement except in the months of June, July and August, where such single day requests will be handled in accordance with I.1.

I.4 An employee voluntarily transferring from one unit to another unit shall notify their Coordinator/Director or delegate in the new unit of their vacation preference. The Employer shall use its best endeavour to accommodate the employee's approved vacation and such approved vacation will not be unreasonably denied.

I.5 **APPLIES TO FULL-TIME ONLY:**

All full-time registered nurses at St. Joseph's Health Care London will have a vacation year entitlement based on their service anniversary date. Vacation accrued by December 31 in any year is to be taken between January 1 and December 31 of that same year.

I.6 **APPLIES TO PART-TIME ONLY:**

Leave of absence without pay in lieu of vacation shall be granted to each regular part-time nurse on the same basis as the full-time nurse. It is understood that part-time nurses will be granted this time in periods of one (1) week duration. During the vacation LOA period, one (1) of the total

weekends off, under this clause, can be counted as one (1) weekend commitment if the nurse chooses.

- I.7 If the schedule is not posted prior to the employee leaving on vacation, the employee will inquire as to the date and time of their return to work. The request would be made to the Director/Coordinator.

ARTICLE J – DEFINITIONS OF PART-TIME NURSES

APPLIES TO PART-TIME ONLY:

- J.1 The term Part-Time in these local provisions, is reserved for the designation of regular part-time as defined in Article 2.05 of the Central Hospital Agreement. It is understood that a part-time nurse would not be scheduled for more than one tour in a twelve (12) hour period.
- (a) Part-time commitment for weekends shall be no more than half of the weekends of a posted schedule where needed but in no case shall the nurse be required to work more than two (2) consecutive weekends or parts thereof; and where an employee is scheduled to be on duty for three (3) consecutive weekends, the employee will be paid premium payment in accordance with Article 14.03 of the Central Hospital Agreement for the weekend tours worked on the third (3rd) weekend and each successive weekend until they are scheduled for an off-duty weekend save and except where:
- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - ii) such employee has requested weekend work; or
 - iii) such weekend is worked as the result of an exchange of tours with another employee.
- (b) A minimum of forty-eight (48) scheduled hours biweekly, as required and scheduled by the Employer. For the purposes of this Article, a week is defined as the period 0700 hours Friday until 0700 hours the following Friday. Part-time nurses who wish to work in excess of forty-eight (48) hours biweekly shall indicate their desire in writing to their Director so that said nurses may be scheduled in excess when there is work available; however, it is understood and agreed that this clause does not require the Hospital to schedule a regular part-time nurse for any excess tours available. It is understood that should the minimum hours not be available in a particular biweekly period the Employer is only obligated to schedule the available hours.

- (c) Available to work as scheduled on either
 - i) Christmas Period as defined in Article H.3 (b)
 - or
 - ii) New Year's Period as defined in Article H.3 (b)
- (d) Available to work as scheduled on four (4) of the remaining Paid Holidays.
- (e) Scheduled for no more than five (5) consecutive eight (8) hour tours unless mutually agreed, four (4) consecutive ten (10) hour tours, or three (3) consecutive twelve (12) hour tours.

J.2 Prior to the posting of the schedule all regular part-time nurses in a unit or program will be scheduled up to their committed hours by seniority. When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Hospital will offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses on the basis of seniority on the unit or program in accordance with their availability.

J.3 A Casual Part-Time Nurse is defined in Article 2.05 of the Central Hospital Agreement.

- (a) Casual part-time nurses will declare on a six (6) week basis their availability or non-availability for work on specified days for the next six (6) week period.
- (b) A casual part time nurse may be scheduled at a mutual agreeable time up to 6 (six) tours in a year in order to maintain competency on the unit. It is understood that these tours will be in addition to any required mandatory education. It is further understood that the nurse may be required to work on a day tour.
- (c) A nurse who declares themselves available for any tour and later becomes unavailable for work shall notify the Hospital as soon as this change of circumstances becomes known.
- (d) The list of casual nurses will be reviewed by the Hospital Association Committee on an annual basis.

J.4 **APPLIES TO PART-TIME ONLY:**

Tours of Less than 8 (eight) hour Scheduling

Where part-time nurses are scheduled to work less than a normal tour (8 hours), Article J applies in its entirety except as amended by the following:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than eight (8) hours to a reasonable level;
- (b) No part-time nurse shall be scheduled solely on tours which are comprised of less than eight (8) hours in any pay period except where such arrangements are requested by the nurse or except in units of the Hospital such as clinics where the routine hours of operation are less than eight (8) hours.
- (c) Where a part time nurse is required to work longer than the scheduled tour, they will be paid an overtime premium payment in accordance with Article 14 of the Collective Agreement.
- (d) The Employer will notify the Union prior to introducing new schedules that are less than eight (8) hours on an ongoing need or requirement.

ARTICLE K – SCHEDULING NORMAL TOURS – 8 HOUR TOURS

K.1 Scheduling shall be determined by the Hospital to maintain adequate and capable staff in order to provide proper patient care in all departments.

K.2 (a) The Hospital will endeavour to permit nurses presently regularly working the same tour on a permanent basis to continue to do so. The Hospital reserves the right to require any employee, normally working a permanent tour, to work other tours for the purposes of reorientation or otherwise; the Hospital will give consideration to all applications from employees requesting that they be assigned on a regular basis to any tour. Such application should be in writing and submitted to the Director/Coordinator or delegate. Where the application of an employee has been accepted to work continuously on one tour, the arrangements may be terminated at any time by the Employer and the nurse required to work other tours for purposes of reorientation or otherwise.

(b) It is understood that at Parkwood Institute Main Building scheduling practices will be maintained with employees working two (2) tours, e.g. Days/Evenings, Days/Nights or working three (3) tours, if mutually agreeable.

St Joseph's Hospital/Mount Hope: In respect of employees who normally rotate on all three (3) tours, the Employer may require employees to rotate on all tours on an equitable basis over the six (6) week schedule. The Hospital will endeavour to not schedule the Nurse to work all three (3) shifts in a two (2) week pay period.

K.3 The parties understand and agree that where the Employer in any Article contained in this Agreement, undertakes or agrees to endeavour to schedule or to endeavour to observe conditions or provisions respecting

scheduling, as herein contained, the Employer shall be obliged to meet such endeavour only if it may do so using available existing staff (without relief staff), without additional expense and without breaching other Agreements or undertakings respecting scheduling and without adversely affecting the Employer's staffing requirements to maintain proper patient care.

K.4 During the period of December 15th until January 15th the Employer will endeavour to observe the provisions and conditions respecting work scheduled.

K.5 In accordance with Article 14.10 of the Central Hospital Agreement, the evening tour shall be defined as 1500 hours to 2300 hours and the night tour shall be defined as 2300 hours to 0700 hours, or such other hours, depending on the normal starting time of the day tour in the unit.

K.6 Rest periods shall be taken at a time or times as scheduled or specified by the Employer.

K.7 It is understood that a weekend off consists of fifty-six (56) consecutive hours off work during the period 1500 hours Friday until 0700 hours of the following Monday. On weekends where nurses are required to work, they shall be available to work tours as required between 2300 hours Friday to 0700 hours Monday.

K.8 **APPLIES TO FULL-TIME ONLY:**

Forty-eight (48) hours off duty will be scheduled following a change in scheduled hours from nights. If less than forty-eight (48) hours off duty are scheduled following a change in scheduled hours from nights, premium pay will be paid.

APPLIES TO PART-TIME ONLY:

A minimum of forty-eight (48) hours off duty shall be scheduled between a change of tours following night tour only at the time when the six (6) week schedule is posted or premium pay will be paid except where mutually agreed.

K.9 **APPLIES TO FULL-TIME ONLY:**

A period of approximately fifteen (15) consecutive hours off duty will be scheduled between changes of tour. If less than fifteen (15) consecutive hours off duty are scheduled between changes of tour, premium pay will be paid.

K.10 **APPLIES TO FULL-TIME ONLY:**

The Hospital will endeavour to schedule so that at least fifty percent (50%) of the tours shall be the day tour averaged over a twelve (12) week period.

It is understood and agreed that this clause shall not apply to any nurse who, at their request and with the consent of the Hospital, works a tour on a permanent basis.

Where fifty percent (50%) or more of the hours of a scheduled tour fall before 1500 hours, then the shift is designated day shift for purposes of scheduling commitment.

K.11 APPLIES TO FULL-TIME ONLY:

The Employer agrees:

- (a) Employees shall not be scheduled to work more than seven (7) consecutive working days. Premium pay will be paid for each day worked in excess of seven (7) consecutive working days.
- (b)
 - i) The Employer will endeavour to ensure that employees are scheduled to be off duty at least three (3) weekends in the six (6) week period.
 - ii) Where an employee is scheduled to be on duty for three (3) or more consecutive weekends, the employee will be paid premium payment in accordance with Article 14.03 for the weekend tours worked on the third and any successive weekends until they are scheduled off duty for a weekend save and except where:
 - A) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - B) such employee has requested weekend work; or
 - C) such weekend is worked as the result of an exchange of tours with another employee.
- (c) Employees will be scheduled two (2) consecutive days off at a time unless mutually agreed.

K.12 APPLIES TO PART-TIME ONLY:

Part-time employees covered by this Agreement will not be scheduled or required to work more than five (5) tours in any work week except with the consent of the employee.

K.13 The Employer will not unilaterally impose a permanent shift schedule on any unit without first discussing the proposed schedule with the Union, and, it is agreed that permanent shifts will not be scheduled in a manner that is

inconsistent with the other provisions of this collective agreement without the consent of the union.

ARTICLE L – SCHEDULING EXTENDED TOURS – 12 HOUR TOURS

- L.1
- (a) A longer daily tour (extended tour-12 hours) shall be introduced into any unit when:
 - i) eighty percent (80%) of the nurses in the unit so indicate by secret ballot; and
 - ii) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonably arbitrary manner.
 - iii) where the scheduling of job share may be affected by the extended tour vote, the job share arrangement shall then have one vote. Where the partners can't agree, then the partner with the most bargaining unit seniority shall cast the vote.
 - (b) A longer daily tour (extended tour-12 hours) may be discontinued in any unit when:
 - i) fifty-one percent (51%) of the nurses in the unit so indicate by secret ballot; or
 - ii) the Hospital because of
 - A) adverse effects on patient care,
 - B) inability to provide a workable staffing schedule, states its intention to discontinue the longer daily tour (extended tour) in the schedule.
 - (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 this scheduling initiative will be discontinued, affected nurses shall be given seventy-five (75) days' notice before the schedules are so amended. Notice will contain a copy of the new master schedule.
- L.2 Scheduling shall be determined by the Hospital to maintain adequate and capable staff in order to provide proper patient care in all departments.

L.3 Rest periods shall be taken at a time or times as scheduled or specified by the Employer.

L.4 The Employer agrees:

(a) **APPLIES TO FULL-TIME AND PART-TIME:**

The employee will not be scheduled to work more than three (3) consecutive tours. Premium pay will be paid for each day worked in excess of three (3) consecutive tours.

(b) **APPLIES TO FULL-TIME ONLY:**

i) The employee will be scheduled off duty every other weekend. A weekend shall be defined as seventy-two (72) consecutive hours off duty between 0700 Friday and 0700 Tuesday. On weekends where nurses are required to work, they shall be available to work tours as required between 1900 hours Friday and 0700 hours Monday.

ii) An employee will receive premium as defined in Article 14.03 for all hours worked on a third (3rd) consecutive and all subsequent consecutive weekends until a weekend off is received, save and except where:

- A) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse, or
- B) such nurse has requested weekend work, or
- C) such weekend worked is the request of an exchange of tours with another nurse.

APPLIES TO PART-TIME ONLY:

For nurses working extended tours a weekend off consists of seventy-two (72) hours off duty between 0700 Friday and 0700 Tuesday following. On weekends where nurses are required to work, they shall be available to work tours as required between 1900 hours Friday and 0700 hours Monday.

(c) **APPLIES TO FULL-TIME ONLY:**

The Hospital will endeavour to schedule a period of at least twelve (12) consecutive hours off duty between tours.

(d) APPLIES TO FULL-TIME ONLY:

In extended tour units or areas, the Hospital will endeavour to schedule seventy-two (72) consecutive hours off duty when switching from night to day tour.

APPLIES TO PART TIME ONLY:

In extended tour areas, the Hospital will endeavour to schedule seventy-two (72) consecutive hours off duty when switching from night to day tour except where mutually agreed. It is understood that this provision applies only to those hours scheduled by the Hospital in the construction of the six (6) week schedule and does not apply to those shifts that may become available during the six (6) week scheduling period.

(e) APPLIES TO FULL-TIME ONLY:

There will be no scheduling of split days off unless as a result of a request by the employee.

(f) APPLIES TO FULL-TIME ONLY:

The Employer will endeavour to schedule employees to work two (2) consecutive weeks of night tours followed by two (2) consecutive weeks of day tours.

(g) APPLIES TO FULL-TIME ONLY:

The full-time employee will normally be scheduled to work on the basis of twenty (20) tours in a six (6) week scheduled period.

L.5**COMBINATON SCHEDULES****(a) Combination schedules shall be introduced in a unit when:**

- i) eighty percent (80) of the nurses in the unit so indicate by secret ballot and
- ii) the hospital agrees to implement the combination rotation, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- iii) for nurses who indicate they do not wish to work combination schedules, the Hospital will endeavour to schedule these employees in a normal tour rotation.
- iv) Where the scheduling of Job Sharers may be affected by any vote to determine this language, the job share arrangement

shall then have one (1) vote. Where the partners cannot agree, then the partner with the most bargaining unit seniority shall cast the ballot.

- (b) The combination schedule may be discontinued in any unit when:
 - i) fifty-one percent (51%) of the nurses in the unit so indicate by secret ballot, or
 - ii) the Hospital because of:
 - A) adverse effects on patient care;
 - B) inability to provide a workable staffing schedule;
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.

(c) **APPLIES TO FULL-TIME AND PART-TIME:**

Nurses who work schedules where eight (8) and eleven and twelve (12) hours are combined, shall not work consecutive tours of more than:

- i) two (2) extended tours (12) and two (2) normal daily tours (8).
- ii) three (3) normal daily tours (8) and one extended tour (12).

Should a nurse work more than the consecutive tours referred above, they shall be paid in accordance with Article 14.03.

- iii) minimum time off after change from night tour shall be forty-eight (48) hours but where possible it should be seventy-two (72) hours.
- iv) there shall be no scheduling of split days off unless as a result of a request by the employee.
- v) It is understood that a weekend off consists of fifty-six (56) consecutive hours off work during the period 1500 hours Friday until 0700 hours of the following Monday. On weekends where nurses are required to work, they shall be available to work tours as required between 2300 hours Friday to 0700 hours Monday.

An employee will receive premium as defined in Article 14.03 for all hours worked on a third (3rd) consecutive and all subsequent consecutive weekends until a weekend off is received, save and except where:

- A) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse, or
- B) such nurse has requested weekend work, or
- C) such weekend worked is the request of an exchange of tours with another nurse.

ARTICLE M – SCHEDULING EXTENDED TOURS – 2D 2N ROTATION

M.1 When the Hospital and the Union agree, the 2D 2N extended tour schedule shall be instituted when eighty percent (80%) of the employees on a particular nursing unit have so indicated by secret ballot. For employees who indicate to their Director/Coordinator that they do not wish to work extended tours, the Hospital will endeavour to schedule these employees on a normal tour rotation.

When less than eighty percent (80%) of the staff on a particular nursing unit vote, as outlined in paragraph 1, in favour of the 2D 2N extended tour schedule by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination 2D 2N extended tour schedule, other extended tours and normal (8 hour) tour in a particular Unit.

The eighty percent (80%) figure above may be varied by mutual agreement between the parties.

The Hospital shall make space available to the Union in order to permit the Union to conduct the vote referred to in Paragraph 1.

Where the scheduling of Job Sharers may be affected by any vote to determine this language, the job share arrangement shall then have one (1) vote. Where the partners cannot agree, then the partner with the most bargaining unit seniority shall cast the ballot.

M.2 At any meeting with the Employer to discuss the 2D 2N schedule, a member of the Local executive should be in attendance.

M.3 The 2D 2N schedule may be discontinued in any unit when:

- (a) fifty-one percent (51%) of the employees in a unit so indicate by secret ballot; or
- (b) The Hospital decided to do so because of:
 - i) adverse effects on patient care, or
 - ii) inability to provide a workable staffing schedule, or

iii) 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;

(c) When notice of discontinuance is given by either party in accordance with number (b) above, then:

i) the parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuance; and

ii) where it is determined that the extended tours will be discontinued, affected employees shall be given seventy-five (75) days' notice before the schedules are so amended;

(d) The Local Union will be informed of the results of the secret ballot within seven (7) days.

M.4 The scheduling provisions contained in Article L are applicable save and except for the following:

(a) Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid a premium pay for the fifth and subsequent day worked until a day off is scheduled.

(b) Employees shall receive every third (3rd) weekend off.

M.5 An employee will receive premium pay as defined in Article 14 for all hours worked on a third (3rd) consecutive and subsequent consecutive weekend until a weekend is scheduled off, save and except where:

(a) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or

(b) Such employee has requested weekend work; or

(c) Such weekend is worked as the result of an exchange of tours with other employees.

M.6 All schedules will be done on the basis that each full-time employee will be scheduled for 1,950 hours per year.

ARTICLE N – SCHEDULING EXTENDED TOURS – 10 HOUR TOURS

N.1 (a) Ten (10) hour tours shall be introduced into any Unit when:

i) Eighty percent (80%) of the nurses in the Unit so indicate by secret ballot, and

- ii) The Hospital agrees to implement the ten (10) hour rotation, such agreement shall not be withheld in an unreasonable or arbitrary manner.

For nurses who indicate they do not wish to work extended tours (ten (10) hour tours), the Hospital will endeavour to schedule these employees on a normal tour rotation (eight (8) hour tours).

Where the scheduling of Job Sharers may be affected by any vote to determine this language, the job share arrangement shall then have one (1) vote. Where the partners cannot agree, then the partner with the most bargaining unit seniority shall cast the ballot.

- (b) The ten (10) hour tours may be discontinued in any Unit when:
 - i) Fifty-one percent (51%) of the nurses in the Unit so indicate by secret ballot, or
 - ii) The Hospital because of
 - A) adverse effects on patient care,
 - B) inability to provide a workable staffing schedule
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,

states its intention to discontinue the ten (10) hours in the schedule.
- (c) When notice of discontinuation is given by either party in accordance with the above then:
 - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation, and
 - ii) where it is determined that the ten (10) hour tour will be discontinued, affected nurses shall be given seventy-five (75) days notice before the schedules are so amended.

N.2 Nurses shall not be scheduled to work more than four (4) consecutive 10 hour tours. Should a nurse work more than four (4) consecutive tours, they shall be paid in accordance with Article 14.03 for all hours worked on the fifth (5th) and subsequent tours until time off is scheduled.

N.3 The Hospital shall schedule the full-time nurses on the ten (10) hour tours every second weekend off. Should the nurse work the second weekend,

they will be paid in accordance with Article 14.03 for the second and subsequent weekend worked until a weekend off is scheduled except where:

- (a) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse, or
- (b) such nurse has requested weekend work, or
- (c) such weekend worked is the result of an exchange of tours with another nurse.

N.4 Weekends shall commence no later than 2330 hours on Friday of any scheduled weekend off.

N.5 For nurses working ten (10) hour tours, a regular tour shall be 10 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37 ½) minutes of unpaid meal time.

Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37 ½) minutes.

N.6 In the event the nurse is required to stay beyond the scheduled tour, premium payment shall apply for all hours in excess of the ten (10) hour tour.

ARTICLE O – SCHEDULING GENERAL

O.1 Self-Scheduling

Self scheduling will occur when schedules are totally created by the staff nurse and agreed to by the Employer. Full time and part-time classifications may choose to vote separately.

- (a) Self scheduling shall be introduced into any unit when:
 - i) eighty percent (80%) of the nurses in the unit to indicate by secret ballot; and
 - ii) the Hospital agrees to implement self scheduling. Such agreement shall not be withheld in an unreasonably arbitrary manner.

Where the scheduling of Job Sharers may be affected by any vote to determine this language, the job share arrangement shall then have one (1) vote. Where the partners cannot agree, then the partner with the most bargaining unit seniority shall cast the ballot.

- (b) Self scheduling will be discontinued when:
 - i) fifty-one percent (51%) of the nurses in the unit indicate by secret ballot.
- (c) When notice of discontinuation is given by either party, then:
 - i) the parties shall meet within two (2) weeks of giving notice to review the reasons for discontinuation with a view to resolving any problems.
 - ii) where it is determined that the self scheduling will be discontinued, affected nurses shall be given a minimum of seventy-five (75) days' notice before the schedules are amended.
- (d) Self scheduling with respect to Extended Tours shall be guided by the following regulations:
 - i) Self schedules shall meet the needs of the unit as outlined by the Employer and should meet the needs of the individual nurse with respect to scheduling.
 - ii) The self scheduling nurse shall be scheduled for three (3) weekends in a six (6) week rotation.
 - iii) One (1) of the three (3) weekends off may be a minimum of forty-eight (48) consecutive hours off duty between 0700 hours Friday and 0700 hours Tuesday. The other two (2) weekends off shall be seventy-two (72) hours as per Article L.5.
 - iv) Any tour scheduled in the twenty-four (24) hour period following the commencement of the day tour will be considered as working on that day.
 - v) The self scheduler may not schedule more than four (4) consecutive tours twice in a six (6) week schedule.
 - vi) Self scheduling nurses will schedule an equal distribution of day tours and night tours amongst self scheduling nurses as required in a unit.
 - vii) All other provisions of the Collective Agreement shall apply to the self scheduling nurse.

viii) **APPLIES TO FULL-TIME ONLY:**

There shall be a minimum of forty-eight (48) hours scheduled off when switching from night tour to day tour.

ix) **APPLIES TO FULL-TIME ONLY:**

There shall be twenty (20) tours of duty scheduled in a six (6) week schedule.

O.2 In the event of proposed changes to the current master schedule in each unit, the Employer will notify the Bargaining Unit President in advance and agrees to meet with the Union to discuss the masters if the Union requests. Nurses will be provided seventy-five (75) days' notice before the schedules are so amended and the posted schedule must be completed before implementing the change. Notice will contain a copy of the new master schedule compliant with scheduling provision of the collective agreement. Employees on the unit will choose their placement on the new master schedule by seniority.

O.3 In accordance with Article 14.10 of the Central Hospital Agreement, the evening tour shall be defined as 1500 hours to 2300 hours and the night tour shall be defined as 2300 hours to 0700 hours, or such other hours, depending on the normal starting time of the day tour in the unit.

O.4 Weekend Worker Scheduling

Written request to be considered for the Unit Weekend Worker scheduling should be addressed to the Director/designate of the Unit. At such time the request is granted the Director of the Unit will notify Human Resources and the Bargaining Unit President in writing.

Pursuant to Article 13.04 of the Central Hospital Collective Agreement, the following conditions will apply:

(a) Introduction and Discontinuation of Unit Weekend Schedule

- i) When eighty percent (80 %) of the employees on a Unit indicate, by secret ballot, their willingness to participate in a master schedule that accommodates the Unit Weekend Worker, the Union and the Employer will meet forthwith to arrange for such a trial. The secret ballot will be conducted solely by the Union and the Union will post the results.
- ii) A trial of the Unit Weekend Schedule will run for a nine (9) month period agreed upon by the parties. After five (5) months of the trial period, a meeting will be held with the unit, Hospital and the Union to evaluate the trial period and to make recommendations to improve the schedules, if needed. A

further vote will then be conducted on the Unit. Where the nurses in the positions agree and at least eighty percent (80%) of the nurses on the unit indicate their willingness to continue with the new master, the arrangement will continue.

(b) Discontinuation

- i) Nurses in these positions may discontinue the Weekend Schedule with ninety (90) days' notice.
- ii) Either the Hospital or the Union may discontinue the Weekend Schedule with ninety (90) days' notice. Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation shall not be unreasonable or arbitrary.
- iii) Should the Weekend Schedule be discontinued, the nurses in these positions will revert back to the current rotation of the Unit.

(c) Averaging of Hours

The Hospital, the weekend worker and the Union will meet to determine the scheduling of the sixteen (16) twelve (12) hour shifts in a six (6) week period, before the weekend schedule is put into place.

(d) Paid Holiday Bank/Vacation Bank

Carry over provisions:

Nurses in the Unit Weekend positions will be allowed to carry over paid holiday credits and their vacation bank credits.

(e) Scheduling Provisions

It is expected that from time to time the weekend worker may need to be scheduled on weekdays to attend necessary in-service programmes. In consultation with the weekend worker their rotational schedule will be developed and subsequently will be implemented.

O.5 Standby Assignments

- (a) i) The Hospital will notify the Bargaining Unit President or designate prior to initiating ongoing standby assignments on any unit.

- ii) Where standby is part of the rotation, it shall be posted at the same time as the tours of duty schedules.
- (b) The employer will endeavour to distribute standby duty equitably between Regular Part-time and Full-time employees. Where additional stand-by require coverage, these will be offered to Full-time first by seniority and then Part-time by seniority.
- (c) In units where standby is required, and formal standby-pager guidelines exist, casual nurses may volunteer for such duty. The employer will endeavour to equitably distribute standby duty amongst those casual nurses who volunteer for such duty. Casuals who volunteer for standby duty may not self-cancel such standby shift.
- (d) Employees shall be permitted to exchange their standby assignments subject to the condition set out in the shift exchange provisions of the Collective Agreement.
- (e) For units that operate twenty-four (24) hours a day and seven (7) days a week, an employee may not be scheduled for standby on a scheduled day off or a scheduled weekend off, unless mutually agreed between the employee and the Hospital. For clarity, for units that do not operate twenty-four (24) hours a day and seven (7) days a week, standby may be assigned on a scheduled day off and will be equitably distributed between Full-time and Regular Part-time nurses. Casual nurses may volunteer for standby duty, as provided for in Article A15.06 (c).
- (f) Where a nurse works a tour and then is called in from standby and who works beyond midnight (2400 hours) such nurse shall not be required to return to regular duties at the Hospital without eight (8) hours of time off. Where such time extends into the nurse's booked day shift, the Hospital will maintain their regular earnings within the eight (8) hour period. In no circumstance will a nurse work more than sixteen (16) consecutive hours, except where agreed to by the nurse.
- (g) Employees scheduled for standby will be provided with a pager or beeper. The employer will make available the call room for sleep if requested by the nurse.
- (h) When a nurse is required to be on standby, the nurse will be paid in accordance with Article 14.

O.6 Regular work schedules will not include split shifts.

O.7 It is agreed that an employee's availability for additional tours and/or overtime does not waive the employee's right to premium payment provided under this agreement. It is also agreed that an employee's availability does

not constitute a request that waives a premium under the collective agreement.

- O.8
- (a) Nurses who wish to be considered for additional and overtime/shifts attracting a scheduling premium shall notify the scheduling unit and/or Staffing Office of their availability in writing. Such notification of availability shall state any restrictions on the type of assignment which a nurse is willing to accept, and shall remain valid for the six (6) week schedule. The nurse will be responsible for updating and ensuring their availability is current and accurate.
 - (b) Nurses will identify one contact number only.
 - (c) A tour that will occur immediately or within twenty-four (24) hours will be deemed to be offered whenever a call is placed and will be scheduled on a first reply basis. If a Nurse is at work, the Hospital will place a call to the unit the nurse is working in order to give the Nurse the opportunity to respond to the offer within 15 minutes.
 - (d) Offers to fill a shift that is beyond twenty-four (24) hours and within the seventy-two (72) hour period above will allow for a two (2) hour period for reply and awarded to most senior who responded within the two (2) hour period. If a Nurse is at work, the Hospital will place a call to the unit the nurse is working in order to give the Nurse the opportunity to respond to the offer within two (2) hour period.
 - (e) Offers to fill a shift that is beyond the seventy-two (72) hour period above will allow for a twelve (12) hour period for reply before awarding the shift.
 - (f) Where the unit uses electronic means to offer additional shifts, a tour that will occur immediately or within twenty-four (24) hours will allow for a fifteen (15) minute period for reply and awarded to most senior who responded within the fifteen (15) minute period. If a Nurse is at work, the Hospital will place a call to the unit the nurse is working in order to give the Nurse the opportunity to respond to the offer within fifteen (15) minutes.
 - (g) Offers to fill a shift that is beyond twenty-four (24) hours and within the seventy-two (72) hour period above will allow for a two (2) hour period for reply and awarded to most senior who responded within the two (2) hour period. If a Nurse is at work, the Hospital will place a call to the unit the nurse is working in order to give the Nurse the opportunity to respond to the offer within two (2) hour period.
 - (h) Offers to fill a shift that is beyond the seventy-two (72) hour period above will allow for a twelve (12) hour period for reply before awarding the shift.

- (i) Nurses will be notified that they are awarded the shift.

However, if a nurse declines an offered tour for which they had indicated availability, the Hospital will not be obliged to call upon the nurse again during the balance of the week.

- (j) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay.
- (k) When a regular part-time nurse accepts an additional tour, they must report for that tour unless arrangements satisfactory to the Hospital are made;
- (l) Provided they are qualified and have the skill and ability, nurses may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing Hospital practice.

O.9

- (a) Nurses who have indicated availability in accordance with Article O.8 (a) and who will be entitled to straight time hour rate of pay will be scheduled for shifts by seniority in the following order:
 - i) RPT/Job Share (whose partner is not booked to work) on/within the scheduling unit with less than seventy-five (75) hours
 - ii) Casual nurses on/within the scheduling unit who have less than seventy-five (75) hours
 - iii) RPT/Job Share from other scheduling units within the program who have less than seventy-five (75) hours
 - iv) Casual nurses from other scheduling units within the program who have less than seventy-five (75) hours
 - v) RPT/Job Share from outside the program who have less than seventy-five (75) hours
 - vi) Casual nurses from outside the program who have less than seventy-five (75) hours
- (b) Nurses who have indicated availability in accordance with Article O.8 (a) and who will be entitled to a premium rate of pay will be scheduled by seniority for shifts in the following order:
 - i) Full-time nurses on/within the scheduling unit
 - ii) RPT/Job Share within the scheduling unit
 - iii) Casual nurses within the scheduling unit
 - iv) Full-time nurses from other scheduling units within the program
 - v) RPT/Job Share from other scheduling units within the program
 - vi) Casual nurses from other scheduling units within the program
 - vii) Full-time nurses from outside the program
 - viii) RPT/Job Share from outside the program

ix) Casual nurses from outside the program

(c) It is further agreed:

- i) Staff who do not provide availability will not be called unless all other availability has been exhausted.
- ii) If less than 2 hours' notice of absence for an upcoming shift is provided, staff who are working may be offered the ability to stay overtime until replacement staff arrive on the unit.
- iii) No overtime will be scheduled for staff on Transition Accommodation Plans (TAPs) or those on vacation/ paid holiday/ATO/lieu time.
- iv) Shifts will be offered as full shifts first.
- v) Staff will not accept additional hours to exceed 16 (sixteen) consecutive working hours.
- vi) After the 6 week schedule has been posted RPT/Job Share can pick up extra hours in another scheduling unit/clinic, and they will not be recalled to their home unit/clinic for sick call coverage of the home scheduling unit/clinic.
- vii) If a nurse has declined straight time for the shift they are then not available for overtime/premium payment for that same shift.

(d) Schedules of six (6) weeks will be posted three (3) weeks prior to the commencement of the period covered by the schedule. At the time of positing, it is the intent that all shifts will be scheduled although it is recognized by ONA that this goal may not always be attainable.

O.10 An employee wishing to change their scheduled tour shall submit the request in writing to their Director/Coordinator and delegate co-signed by the employee who agrees to work the tour at least forty-eight (48) hours prior to the commencement of the tour. Consideration will be given with less on an emergency basis. Such request shall not be unreasonably denied. Shifts being exchanged will be within any posted schedule. All requests will be responded to in writing with approval or denial. It is understood that such change in posted time scheduled initiated by the nurse and approved by the Employer shall not result in overtime payment for either of the nurses involved.

O.11 When a line becomes vacant, the nurses of the same status will be notified and this line will be awarded to most senior nurse who expressed an interest. This process will be in place for two (2) line selections. The leader may choose to accept additional line selections.

ARTICLE P – SICK BANK

- P.1 The Employer will calculate the amount of unused sick leave credits in each employee's bank as of March 31st of each year and notify each employee of these credits by May 30th of the same year.

ARTICLE Q – JOB SHARING

- Q.1 If the Hospital and the Union agree to a job-sharing arrangement pursuant to Article 20.01 of the Central Hospital Agreement, the following conditions shall apply unless otherwise agreed to by the parties.

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Director/Coordinator or delegate.
- (c) The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- (d) Each job sharer may exchange tours with their partner, as well as with other nurses as provided by the Collective Agreement. A job sharer may exchange with nurses other than their partner only on scheduled tours off for the full time line.
- (e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.

Q.2 Coverage

It is expected that both job sharers will cover each other's incidental illnesses and vacation. If, because of unavoidable circumstances, one cannot cover the other, the Unit Supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences. Job sharers shall be offered additional unscheduled 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 and where such would not result in premium payment.

Q.3 Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Hospital 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 Director or delegate, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

Q.4 Implementation

- (a) 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 Agreements.
- (b) Any incumbent full-time nurse wishing to share their position, may do so without having their 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.
- (c) If one of the job sharers leaves the arrangement, their position will be posted. If there is no successful applicant to the position, the remaining employee will revert to their former status. If the remaining employee was previously full-time, the shared position will become their position. If the remaining employee was previously part-time and there is no part-time position available on the same unit, they shall exercise their layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.

Q.5 Discontinuation

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

ARTICLE R – PRE-PAID LEAVE PLAN

R.1 The number of nurses eligible to participate in the prepaid leave plan in any given year will be no more than twenty-four (24) full-time nurses and twenty-four (24) part-time nurses. One (1) nurse in departments where there are between one (1) and twenty (20) bargaining unit members, two (2) nurses in departments where there are between twenty-one (21) and forty (40) nurses, and three (3) nurses in departments where there are forty-

one (41) or over bargaining unit members. Departments shall be defined by the Employer.

ARTICLE S – MISCELLANEOUS

S.1 Nurses working in speciality units/areas where scrub gowns and/or lab coats are provided at no cost to the nurse, will continue to have such service provided by the Hospital at no cost to the nursing staff working in said areas/units and such practice will not be discontinued without sixty (60) days' notice to the Union and discussion at the Hospital-Union Committee. It is understood that scrub gowns provided by the Centre will remain on Hospital property.

S.2 The established pay period for all employees covered by this Agreement shall begin on Friday at 0001 hours and extend for two (2) full calendar weeks until Thursday at 2400 hours.

S.3 Single Shift Reassignment

Where staff are required to be reassigned to another unit, the following guidelines should be applied, providing first that patient care needs are being met:

- (a) Ask the scheduled staff if they wish the opportunity of experience on the unit to which assignment is required.
- (b) Casual Registered Nurse on a unit, starting with the most junior first, then in reverse order of seniority, would be reassigned first.
- (c) In the absence of any Casual staff, the most junior of the regular part-time including Job Sharers would be reassigned.
- (d) Then the most junior of the full-time would be reassigned.

Staff not required to be re-assigned would include those nurses who are in their orientation, any nurse who is new to the unit for a period of three (3) calendar months from their date of transfer or on probation hours, a nurse who is acting as a preceptor/mentor on said shift or a nurse who has a restriction as outlined from OHSS and would require accommodation to work on that particular unit.

S.4 Positions shared between Multiple Scheduling Units

The parties agree that positions may be created where such positions are scheduled between two (2) scheduling units.

- (a) The posting of such positions will clearly outline the requirement to work in more than one unit and will specify the home unit.

- (b) This nurse will be scheduled on a master schedule where possible.
- (c) All scheduled hours will clearly indicate to which unit the nurse must report.
- (d) For the purpose of vacation and layoff the nurse will be assigned to the home unit.
- (e) All terms and conditions of the Collective Agreement including scheduling will apply unless otherwise amended above.

S.5 The Hospital shall provide the Bargaining Unit President with copies of all job postings and successful candidates on a monthly basis.

S.6 Where the Hospital identifies that it would like to consider full-time applicants for a temporary full-time job posted pursuant to Article 10.07(d), the Hospital will discuss this with the Union prior to the Hospital posting the position. The Hospital will then identify of the job posting that full-time employees are eligible to apply.

S.7 Notification to Unsuccessful Job Applicants.

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

S.8 Retiree Benefits – Process for payment

A bargaining unit nurse who retires and wishes to continue to participate in the benefit plans as outlined in Article 17.01(h) will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process.

It is understood that any transaction would be dated the first of each and every month. Failure to provide payment will result in the termination of benefits.

S.9 Union Office

The Hospital will endeavour to provide office space for the Bargaining Unit President at any one of the sites save and except the Southwest Centre for Forensics Mental Health Care.

S.10 In the event the College of Nurses of Ontario requires a nurse to provide proof of personal liability coverage, the Hospital agrees to provide the nurse with documentation to provide such proof.

S.11 Leased Vehicle Arrangements

The Hospital will continue to have an arrangement, where it will provide employees access to insured vehicles for the purpose of transport of patients/clients and delivery of services to patients.

S.12 All Hospital vehicles that are provided for use to bargaining unit members will be certified for safety as required by the Province of Ontario.

S.13 If an employee is authorized to use their own automobile on the Employer's business, the employee shall be reimbursed at the per kilometer rate as set out in the Corporate Travel & Expense Policy, but no less than fifty cents (\$0.50) per kilometer.

S.14 Upon production of receipts the Hospital will reimburse any nurse for parking charges incurred to park while on approved hospital business away from the Hospital.

ARTICLE T – MODIFIED WORK - HEALTH & SAFETY

- T.1
- (a) The Hospital will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.
 - (b) When it has been medically determined that an employee is unable to return to the full duties of their position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
 - (c) The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

Early and Safe Return to Work

The Hospital and the Union both recognize their obligations in facilitating the early and safe return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.

- (d) It is understood that it is the obligation of the disabled employee in receipt of short-term or long-term disability benefits to ensure the Hospital's Occupational Health 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.

- (e) The Hospital will meet with the Union to discuss offers of permanent accommodation within or outside the bargaining unit.
- (f) Before posting, the Hospital's Human Resources department will examine all potential vacancies to determine if they can be used to accommodate a disable employee who requires accommodation but cannot return to their home unit.

T.2 Musculoskeletal Injury Prevention and Control

The hospital in consultation with the Joint Health and Safety Committee (JHSC) shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices and training for the health and safety of employees.

T.3 Needlestick and Sharps Safety

Recognizing the danger of needlestick/sharps injuries, the Hospital agrees to maintain policies and procedures to reduce and/or eliminate these dangers.

ARTICLE U – VIOLENCE IN THE WORKPLACE

- U.1 (a) The Employer shall take every precaution reasonable to protect nurses from violence at work.
- (b) In consultation with the JHSC and the Union, the Employer shall develop written policies and procedures, to deal with violence at work. Such policies and procedures will form part of the corporate policies and shall address, but not be limited to, the following:
- i) Prevention of violence at work;
 - ii) Management of potentially violent clients or situations;
 - iii) Hazard assessment of potentially violent situations;
 - iv) The development of measures to deal with violent situations.
- (c) The Employer shall not assign a worker to be the sole caregiver on any unit to work alone in a potentially violent situation, or with a potentially violent client.
- The Employer agrees that, where there is a risk of violence, employees will have access to appropriate training to remain safe.
- (d) The Employer shall provide nurses who are required to work alone in the field with an appropriate and effective communication device for summoning assistance.

- (e) The Employer will ensure that there are adequate processes and/or number of response teams that are adequately equipped and available to safely respond to incidents of violence. These teams include security, leadership and other classifications.
- (f) The Employer shall provide training to all staff that shall include but not be limited to:
 - i) Recognition of potentially violent situations;
 - ii) Diffusion of violent situations;
 - iii) Self-Protection Techniques;
 - iv) Annual in-service training.

JHSC will review training and provide recommendations for increased or specialized training for specific units.

- U.2 The Hospital will normally notify the JHSC and Union in writing of all incidents related to violence within four (4) days. For critical injuries the Hospital will notify the JHSC and the Union immediately and in writing within forty-eight (48) hours. Such notices will contain all of the information as prescribed in section 5 of the Health Care Regulation of the current *Occupational Health and Safety Act*.
- U.3 The parties hereby recognize and share the concern that nurses may face situations of violence or abuse in the course of discharging their duties at work. The parties agree that all avenues of support will be considered for such nurses to facilitate their recovery from violence or abuse.
- U.4 The Hospital in consultation with the Joint Health and Safety Committee and other resources will continue to review and maintain its' guidelines and practices related to abusive behaviour toward staff.
- U.5 The Hospital will consider requests for reimbursement for damages incurred to the employee's personal property such as eyeglasses, contact lenses or other prosthesis, etc, ripped uniforms, or personal clothing, as a result of being assaulted while performing their work.

Note: For the purposes of this Article reporting to the Union shall require reporting to the Bargaining Unit President or designate

ARTICLE V – ELECTRONIC GRIEVANCE & WORKLOAD FORMS

- V.1 The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Central Hospital Agreement).
- V.2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Central Hospital Agreement.

- V.3 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.
- V.4 The parties agree to use the electronic version of the ONA/OHA Professional Responsibility Workload Report Form (PRWRF) at Appendix 6 of the Central Hospital Agreement.
- V.5 The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Central Hospital Agreement.
- V.6 Electronic PRWRFs may be sent, via email, to the applicable manager or designate with a copy sent to the Bargaining Unit President or designate.
- V.7 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- V.8 The union undertakes to get a copy of the electronic version signed by the employee(s).
- V.9 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a PRWRF proceed to an Independent Assessment Committee as per Article 8.01.

LETTER OF UNDERSTANDING

RE: 2D2N LANGUAGE FOR LOCAL COLLECTIVE

WHEREAS the parties have agreed during bargaining of the renewal of the Local Collective Agreement language on May 4, 2023 to meet to discuss 2D2N scheduling;

NOW THEREFORE the parties agree as follows:

1. The parties will establish a committee of no more than eight (8), four (4) union representatives and four (4) management representatives. Union representatives will include the Bargaining Unit President (BUP) and Labour Relations Officer (LRO).
2. Any agreement will require the signature of the ONA LRO and the Director of Labour & Employee Relations for this language to form part of the Local Collective Agreement.
3. The parties will work together to establish implementation of any agreed to changes to scheduling of 2D2N.

LETTER OF UNDERSTANDING

RE: BARGAINING UNIT PRESIDENT SCHEDULING

The Hospital will endeavour to schedule the Bargaining Unit President on the day tour.

LETTER OF UNDERSTANDING

RE: NURSE CLINICIAN SALARY RATE

Nurses at Parkwood Institute Main Building currently receiving Nurse Clinician Salary rates will continue to receive salary rates which maintain the differential to Registered Nurse salary rates.

The nurses affected by this Letter of Understanding are:

Kim Kerr

LETTER OF UNDERSTANDING

RE: FLEXIBLE SCHEDULING MODELS

The Hospital agrees to advise its managers that in order for members of the ONA bargaining unit to work a flexible schedule any time worked in excess of the normal daily tour for that unit or program must be banked at the rate of time and one-half.

LETTER OF UNDERSTANDING

RE: CALLING/OFFERING OUT SHIFTS

The parties acknowledge that there are multiple electronic venues that can be used to call/offer out shifts or contact employees to offer work. As such the parties agree that the use of electronic medium to call or contact employees for the purpose of offering work and or communicating with an employee is not restricted to a telephone.

LETTER OF UNDERSTANDING

RE: SCHEDULING TEN (10) HOUR TOURS (CLINICS ONLY)

The parties acknowledge there are times when ten (10) hour tours would benefit the operation of the Hospital especially as it relates to the work in clinics. Where the Hospital is able to provide increased full-time work by the utilization of ten (10) hours tours, the parties agree this may be implemented without a vote of the current employees.

When/where the parties agree, the parties will meet to discuss further the specifics to such implementation.

SIGNING PAGE

DATED AT London, on this 19 DAY OF October 2023.

FOR THE EMPLOYER:

Sheldon Bumstead

Gerry Johnston

Manny Pavia

Morgan Hoffarth

Kent Lewis

Kristina McArthur

Barstow

FOR THE UNION:

Heather Roberts
Labour Relations Officer

Teresa Grover-Kelley
Bargaining Unit President

Meeghan Pearson

Katie Prowse

Ellen Ledingham

Cheryl Fletcher

Pan Shen

Michelle