

**LOCAL APPENDICES TO THE**

**COLLECTIVE AGREEMENT**

Between:

**ST. MARY'S GENERAL HOSPITAL, KITCHENER**  
(hereinafter referred to as "the Hospital")

And:

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

Expiry: March 31, 2023

## TABLE OF CONTENTS

|  | <u>Page</u> |
|--|-------------|
| APPENDIX 3 - SALARY SCHEDULE .....   | 2           |
| APPENDIX 5.....  | 4           |
| ARTICLE A – RECOGNITION .....  | 5           |
| ARTICLE B - RESERVATION OF MANAGEMENT RIGHTS .....                               | 5           |
| ARTICLE C - REPRESENTATION AND COMMITTEES.....                                   | 6           |
| ARTICLE D – UNION INTERVIEW .....  | 7           |
| ARTICLE E – SCHEDULING .....   | 7           |
| ARTICLE F - STAND-BY .....   | 24          |
| ARTICLE G - SENIORITY LISTS.....   | 26          |
| ARTICLE H – VACATIONS.....   | 26          |
| ARTICLE I - PAID HOLIDAYS .....  | 28          |
| ARTICLE J - UNION BUSINESS - LOCAL.....  | 28          |
| ARTICLE K – GENERAL .....  | 29          |
| ARTICLE L - EXTENDED TOURS AND HYBRID SCHEDULES.....                             | 32          |
| ARTICLE M - EXTENDED TOURS – 10 HOUR TOURS .....                                 | 42          |
| ARTICLE N - JOB SHARING .....  | 45          |
| ARTICLE O - WORKER’S COMPENSATION/LONG TERM DISABILITY/RETURN TO WORK.....       | 47          |
| ARTICLE P – VIOLENCE IN THE WORKPLACE .....                                      | 49          |
| ARTICLE Q – THE SEXUAL ASSAULT AND DOMESTIC VIOLENCE PROGRAM.....                | 50          |
| ARTICLE R – ELECTRONIC GRIEVANCE FORMS.....                                      | 51          |
| ARTICLE S – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT<br>FORMS..... | 51          |
| <br>LETTER OF UNDERSTANDING .....  | <br>53      |
| RE: Harassment and Discrimination.....   | 53          |
| <br>LETTER OF UNDERSTANDING .....  | <br>54      |
| RE: Special Circumstances Arrangements.....                                      | 54          |
| <br>LETTER OF UNDERSTANDING .....  | <br>56      |
| RE: Full Time Dual Unit Position – Acute Pain and Wound Care.....                | 56          |
| <br>LETTER OF UNDERSTANDING .....  | <br>58      |
| RE: Automated Mass Call-In Process .....   | 58          |
| <br>LETTER OF UNDERSTANDING .....  | <br>60      |
| RE: Critical Incident Reporting .....  | 60          |
| <br>LETTER OF UNDERSTANDING .....  | <br>62      |
| RE: Flexible Scheduling – Nurse Practitioner.....                                | 62          |
| <br>LETTER OF UNDERSTANDING .....  | <br>63      |
| RE: Full Time MSICU/CVICU Composite Positions.....                               | 63          |

**APPENDIX 3 - SALARY SCHEDULE****Registered Nurse**

|          | <b>1-Apr-21</b> | <b>1-Apr-22</b> |
|----------|-----------------|-----------------|
| Start    | \$33.90         | \$34.24         |
| 1 Year   | \$34.06         | \$34.40         |
| 2 Years  | \$34.62         | \$34.97         |
| 3 Years  | \$36.34         | \$36.70         |
| 4 Years  | \$38.05         | \$38.43         |
| 5 Years  | \$40.19         | \$40.59         |
| 6 Years  | \$42.36         | \$42.78         |
| 7 Years  | \$44.52         | \$44.97         |
| 8 Years  | \$47.69         | \$48.17         |
| 25 Years | \$48.53         | \$49.02         |

**Registered Nurse First Assistant**

|          | <b>1-Apr-21</b> | <b>1-Apr-22</b> |
|----------|-----------------|-----------------|
| Start    | \$50.99         | \$51.50         |
| 1 Year   | \$51.27         | \$51.78         |
| 2 Years  | \$51.37         | \$51.88         |
| 3 Years  | \$51.48         | \$51.99         |
| 4 Years  | \$51.99         | \$52.51         |
| 5 Years  | \$53.06         | \$53.59         |
| 6 Years  | \$54.10         | \$54.64         |
| 8 Years  | \$54.23         | \$54.77         |
| 25 Years | \$55.16         | \$55.71         |

**Geriatric Emergency Room Nurse**

|          | <b>1-Apr-21</b> | <b>1-Apr-22</b> |
|----------|-----------------|-----------------|
| Start    | \$47.89         | \$48.37         |
| 1 Year   | \$49.01         | \$49.50         |
| 2 Years  | \$50.00         | \$50.50         |
| 3 Years  | \$50.99         | \$51.50         |
| 4 Years  | \$52.02         | \$52.54         |
| 5 Years  | \$53.07         | \$53.60         |
| 6 Years  | \$54.10         | \$54.64         |
| 25 Years | \$55.18         | \$55.73         |

**Nurse Practitioner**

|          | <b>1-Apr-21</b> | <b>1-Apr-22</b> |
|----------|-----------------|-----------------|
| Start    | \$55.44         | \$55.99         |
| 1 Year   | \$57.94         | \$58.52         |
| 2 Years  | \$59.52         | \$60.12         |
| 3 Years  | \$60.97         | \$61.58         |
| 4 Years  | \$64.18         | \$64.82         |
| 8 Years  | \$64.32         | \$64.96         |
| 25 Years | \$65.61         | \$66.27         |

Placement on the grid will be determined by recent related experience as a Nurse Practitioner.

**APPENDIX 5**

Note: The Parties agree that the articles not designated as Full-Time only or part-time only apply to both Full-Time and part-time Nurses.

**ARTICLE A – RECOGNITION**A.01 Full-Time Only

The Hospital recognizes the Union as the Bargaining Agent of all lay, Registered and Graduate Nurses employed by the Hospital, engaged in nursing care, save and except Head Nurses and persons above the rank of Head Nurse and persons regularly employed for not more than 24 (twenty-four) hours per week.

A.02 Part-Time Only

The Hospital recognizes the Union as the Bargaining Agent of all lay, Registered and Graduate Nurses employed by the Hospital, engaged in nursing care, regularly employed for not more than 48 (forty-eight) hours in two (2) weeks save and except head Nurses and persons above the rank of head Nurse.

**ARTICLE B - RESERVATION OF MANAGEMENT RIGHTS**

B.01 The Union acknowledges that, except as modified by any other article of this Collective Agreement, it is the exclusive function of the Hospital 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, and to make, alter and enforce reasonable rules and regulations to be observed by the Nurses and before a new or amended policy is made effective by the Hospital affecting the working conditions of the Nurses there shall be notice to and discussion with the Union. The Hospital will provide a copy of such policy to the Union;
- (b) 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, provided that a claim of discriminatory retirement, classification, promotion, transfer, demotion, discipline or suspension, or a claim by a Nurse that they have been discharged or suspended without reasonable cause, may become the subject of a grievance and be dealt with as hereinafter provided;
- (c) to determine the number and location of the Hospital establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the 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 interest of safety and well-being of the Hospital patients and the public.

B.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

## **ARTICLE C - REPRESENTATION AND COMMITTEES**

### C.01 Unit Representatives

#### Full-Time Only

(a) In reference to Article 6.02 (a), there shall be seven (7) Nurse Representatives. Either the Hospital or the Union may request a review of the number of Nurse Representatives, and by mutual agreement, the number of representatives may be increased or decreased.

#### Part-Time Only

(b) There shall be three (3) Nurse Representatives.

### C.02 Negotiating Committee

In reference to Article 6.04, there shall be a Negotiating Committee of not more than four (4) Nurses employed by the Hospital provided not more than one (1) Nurse comes from a unit.

### C.03 Grievance Committee

In reference to Article 6.02 (b), there shall be a Grievance Committee of not more than four (4) Nurses employed by the Hospital provided not more than one Nurse comes from a unit.

### C.04 Hospital Association Committee

(a) In reference to Article 6.03 (a), there shall be four (4) Nurses on the Hospital-Association Committee. The Hospital will appoint an equal number.

(b) In reference to Article 6.03 (e), the bargaining unit will notify the Hospital in advance of each meeting which two (2) Committee representatives will be paid per meeting.

C.05 Professional Development Committee

In reference to Article 9.02, there shall be a Professional Development Committee with at least four (4) bargaining unit members, one of whom will be the Bargaining Unit President, and the Hospital will appoint an equal number.

C.06 Scheduling Committee

The purpose of the Scheduling Committee will be to review requests for implementation of new scheduling arrangements prior to either implementation by the Hospital or voting by Nurses to ensure that the proposed scheduling arrangements comply with the requirements of the Collective Agreement. Should a schedule be proposed that does not comply with the requirements of the Collective Agreement, such schedules will be forwarded to the Hospital-Association Committee for discussion.

The committee will be comprised of one (1) part-time Nurse, one (1) Full-Time Nurse, one (1) elected Union representative and three (3) management members. Upon mutual agreement, the Committee may invite additional individuals to attend a Committee meeting.

C.07 Joint Health and Safety Committee

The Hospital will recognize the Bargaining Unit President and two (2) bargaining unit employee(s) of the Joint Health and Safety Committee. When a regular member of the Committee is not available, they may be replaced by an alternate, appointed by the Union.

**ARTICLE D – UNION INTERVIEW**

D.01 The Hospital shall advise the Bargaining Unit President or their designee, with thirty (30) days notice, of the time during general hospital orientation to interview newly hired Nurses as required in Clause 5.06. Such interview shall be conducted during the first three (3) days of the new Nurse's orientation program.

**ARTICLE E – SCHEDULING**

- E.01
- (a) Tour schedules shall be posted four (4) weeks in advance, shall cover a minimum of six (6) weeks, and be posted so as to have a minimum of six (6) weeks' schedule in advance showing at all times.
  - (b) Requests for a change in posted time schedules must be submitted in writing and co-signed by a Nurse willing to exchange days off or



tours. It is understood that such changes in schedules initiated by a Nurse and approved by the Hospital shall not result in overtime or scheduling violation premium. Requests for shift exchanges will be considered and a decision provided to the Nurse within seventy-two (72) hours of the manager receiving the request for the exchange that has been signed by both Nurses. Shift exchanges will not be unreasonably denied.

Requests for shift exchanges requested with less than seventy-two (72) hours notice will be considered on an individual basis by the manager or designate.

Full-Time employees may request a shift exchange with employees who are not working the same number of hours on that shift however, in order to maintain full time hours (1950 per year) the Full-Time employee will request banked lieu time (including stat holidays) or vacation for the remaining hours.

- (c) The Hospital will endeavour to post Christmas and New Years' time schedules by November 15th of each year and schedules covering July and August by May 1st of each year.

Clarification Note: A Full-Time master schedule or rotation shall mean a predictable, repeating pattern of shifts, from one (1) schedule to the next.

- (d) Each unit, except those units where self-scheduling is implemented will have a Full-Time master schedule, with a copy provided to the Bargaining Unit President. Where there is a currently no Full-Time master rotation on a unit a Full-Time master rotation will be implemented and a copy will be provided to the Bargaining Unit President.
- (e) When a new Full-Time master schedule is developed on a Unit, the Nurses on the Unit will select a line on the new schedule in writing based on their seniority and submit to the Manager.
- (f) Full-Time employees may request a shift exchange with employees who are not working the same number of hours on that shift however, in order to maintain full time hours (1950 per year) the Full-Time employee will request banked lieu time (including stat holidays) or vacation for the remaining hours.
- (g) Where a Full-Time master schedule is changed due to a permanent, long-term layoff or the addition of new Full-Time positions, the Nurses on the affected unit will be provided with sixty (60) days' notice that their Full-Time master schedule may be amended. Where

a Full-Time master schedule is changed pursuant to the above, individual schedule will be selected by seniority. Where the Full-Time master schedule contains a job sharing arrangement, the seniority of the two (2) regular part-time employees sharing the Full-Time position will be added together and divided by two (2) to determine the seniority to be used for the awarding of schedules.

- (h) When a Full-Time master schedule is changed there will be no violation of the weekend scheduling language when combining the previous schedule with the new schedule.
- (i) When there is a change to the Full-Time master schedule Nurses will be scheduled in accordance with the language relevant to their specific schedule which will include the period prior to the new schedule.
- (j) When a line on a Full-Time master schedule becomes vacant, the Employer will notify Nurses on the unit what that line is and Nurses in the unit may request in writing to change to the vacant line. This request must be made within a week of being notified of the vacant line. The vacant line on the Full-Time master schedule shall be offered based on seniority and the required skill mix. Only members of the same status may pick a vacant line. For example, Full-Time can only pick a Full-Time line and regular part-time can only pick a regular part-time line.

## E.02 Full-Time Only

The Hospital agrees that it will not require a Nurse to work a schedule of more than seven (7) consecutive days without their consent.

If a Nurse is required by the Hospital to work more than seven (7) consecutive days, they shall receive premium payment in accordance with Article 14.03 for the eighth (8<sup>th</sup>) day so worked. Such premium payment shall not apply where:

- i) the eighth (8<sup>th</sup>) day is worked by the Nurse to satisfy specific days off requested;
- ii) such Nurse has requested to work the eighth (8<sup>th</sup>) day;
- iii) the eighth (8<sup>th</sup>) day is worked as a result of an exchange of tours with another Nurse.

- E.03 (a) There will not be less than a period of fifteen and three-quarter (15¾) consecutive hours between tours of seven and one-half (7.5) hours worked by a Nurse without the written consent of such Nurse.

- (b) In the event that a Nurse is scheduled less than fifteen and three-quarter ( $15\frac{3}{4}$ ) consecutive hours off between tours worked, they shall be paid premium payment in accordance with Article 14.03 for the first tour worked.
- (c) In the event that a Nurse is ordered to work with less than fifteen and three-quarter ( $15\frac{3}{4}$ ) consecutive hours between tours and works more than two (2) consecutive hours when so ordered, they shall be:
  - i) paid a premium equal to half of their regular straight time hourly rate for the first tour worked. Such premium will be paid in accordance with Article 14.03 of the Central Document, or
  - ii) the option of not being required to work the next shift with less than fifteen and three-quarter ( $15\frac{3}{4}$ ) consecutive hours between tours unless they do so by mutual agreement.

E.04 Full-Time Only

In any two (2) week period at least two (2) consecutive days off will be scheduled. The remaining two (2) days off may be split by mutual consent.

E.05 Full-Time Only

- (a) A Nurse shall be scheduled for one (1) weekend off in two (2) plus the tour immediately preceding or following such weekend period. If a Nurse is required by the Hospital to work two (2) weekends consecutively, such Nurse shall receive time and one-half ( $1\frac{1}{2}$ ) of their basic straight time hourly rate for a maximum of two (2) tours for each additional weekend worked, 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 a result of an exchange of tours with another Nurse.

(b) Part-Time Only

A Nurse shall be scheduled for at least three (3) weekends off in six (6) plus the tour immediately preceding or following such weekend period. If a Nurse is required by the Hospital to work more than three (3) weekends consecutively, such Nurse shall receive time and one-half ( $1\frac{1}{2}$ ) of their basic straight time hourly rate for a maximum of two (2) tours for each additional weekend worked, 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 in writing with a copy to the Union; or
- iii) such weekend is worked as a result of an exchange of tours with another Nurse.

Where a part-time Nurse is scheduled for two (2) or more weeks of vacation in a six (6) week schedule, the Nurse will only be required to be available for two (2) weekends in that scheduling period.

- (c) For the purpose of this section, a weekend shall be defined as any period of fifty-six (56) hours off work during the period following completion of the Friday day or evening shift until the commencement of the Monday day shift to which the Nurse is scheduled. The Hospital will endeavour to schedule the Friday evening shift as part of the weekend schedule.

E.06 Full-Time Only

A Nurse who normally rotates on all three (3) tours shall not be scheduled to work more than two (2) consecutive weeks on any tour without their consent. A Nurse may not be required to change tours of duty more than once during a work week.

E.07 Full-Time Only

The Hospital will schedule so that fifty percent (50%) of the working time is on day tour plus or minus one (1) tour per schedule. The Hospital will endeavour to balance such scheduling on a quarterly basis. However, the Association agrees that in areas where the normal schedules involves all three (3) tours, this provision need not be enforced. However, in such Units the Hospital will nevertheless endeavour to schedule fifty percent (50%) of the working time on the day tour plus or minus one (1) tour per schedule. In units that have Nurses working permanent shift in accordance with Article E.11 and in the event that any Nurse(s) is/are able to be scheduled for greater than fifty percent (50%) day shifts, such day shifts shall be equitably rotated amongst any Nurse(s) on such unit with greater than twenty years seniority unless declined by such Nurses. This clause is not/will not have the effect of creating a straight day line.

Where the majority of hours worked during a shift are assigned to the evening/night hours then the shift shall be deemed to be an off-shift. Normally the tours will commence and end as follows:

|          | Commence        | End             |
|----------|-----------------|-----------------|
| Days     | 0700/0730 hours | 1500/1530 hours |
| Evenings | 1500/1530 hours | 2300/2330 hours |
| Nights   | 2300/2330 hours | 0700/0730 hours |

For extended tours, normally the tours will commence and end as follows:

|       | Commence        | End             |
|-------|-----------------|-----------------|
| Days  | 0700/0730 hours | 1900/1930 hours |
| Shift | 1900/1930 hours | 0700/0730 hours |

For extended tours any shift commencing at 1000 hours or later shall be considered shift work.

#### E.08

#### Holiday Season

These scheduling regulations may be waived between December 15<sup>th</sup> and January 15<sup>th</sup> so that all Nurses will receive five (5) or more consecutive days off at either Christmas or New Year's except for the following:

- (a) Provided that no Nurse is required to work more than two (2) consecutive weekends without a weekend off;
- (b) Provided that at least forty-eight (48) consecutive hours off are scheduled following scheduled night tours.
- (c) 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, New Year's Day and January 2<sup>nd</sup>. It is understood that time off at Christmas shall begin at 0730 hours on Christmas Eve and time off at New Year's shall begin at 0730 hours on New Year's Eve. The Hospital will endeavour to schedule the night tour of December 24<sup>th</sup> and 31<sup>st</sup> off.
- (d) The Hospital shall post a request list by September 1st of each year. The list shall remain posted until September 30<sup>th</sup>.
- (e) Nurses may be required to work either the Christmas or New Year's period on alternate years, as required by the Hospital unless otherwise requested by the Nurse.

If it is operationally possible to schedule Nurses to have both Christmas and New Year's periods off, this will be scheduled on a rotational basis starting with the most senior (full and part-time) and who makes this request in writing to the manager/designate. If a Nurse has been scheduled to be off work both Christmas and New Year's in one year, and, if such Nurse is required to be scheduled to work the following year, such Nurse will be scheduled to work either the Christmas or New Year's period based on the alternating each year pattern.

Where a patient care area has self-scheduling, the above provisions apply. Where Nurses schedule themselves to work part of either the Christmas or New Year's period, they must identify which holiday, as per paragraph 1 above, they have worked.

- (f) The Hospital will post the finalized holiday season schedule no later than November 15<sup>th</sup> of each year.
- (g) Article E-8 shall not apply to any area where Nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays.
- (h) Nurses may be granted an extension for Christmas Day, Boxing Day and New Year's Day lieu days beyond the thirty (30) days identified in I.02 and may request their five (5) consecutive days off referred to in E-8 (c) to be scheduled during the period of December 15<sup>th</sup> to January 15<sup>th</sup> to coincide with their religious holiday.

(i) Full-Time Only

In the event that a Nurse receives less than five (5) consecutive days off, as above, they will be paid premium payment in accordance with Article 14.03 for the first tour so worked.

Nurses newly hired in the previous year will be assigned their Holiday to work according to Unit Needs.

E.09 Full-Time Only

Rest periods will be scheduled during each half (½) tour.

E.10 Part-Time Only

A rest period of fifteen (15) minutes will be granted during each half tour provided the duration of each half tour is not less than three (3) hours.

E.11 Full-Time Only

(a) A permanent two (2) shift rotation shall be considered by the Hospital upon request of the employee.

(b) Permanent Tours

i) Consideration will be given by the Hospital to an employee who requests to work evening or night shifts on a permanent basis. The request and the Hospital's response will be in writing.

Termination of this arrangement, by either the Hospital or employee, can occur with notice of two weeks plus one complete scheduling period.

ii) An employee scheduled to work steady night tours shall have their weekend off scheduled on a Saturday and Sunday.

iii) It is understood that an employee working permanent evening or night tours may be scheduled by the Hospital to work the day tour every four (4) months for three (3) consecutive days when the Clinical Manager and/or Clinical Educator are/is scheduled to work.

E.12 Part-Time Scheduling(a) Regular Part-Time Nurse

## Commitment to be Available

The Regular Part-Time Nurse must be available to be scheduled by the Hospital twelve (12) calendar months of the year minus their number of weeks of vacation entitlement pursuant to Article 16.06. Their commitment will include the following conditions:

(i) Three (3) weekends worked in six (6) weeks save and except where vacation is scheduled as per E.05 (b);

(ii) Regardless of the length of the tour, availability will be two (2) shifts per week. For this purpose a week is defined as being from Saturday to Friday.

(iii) No Nurse shall be scheduled to work day tour only. A Nurse must be available for evening or night tours of duty. However, a preference for regular evening or night tours is acceptable to the Hospital.

- (iv) May be required to work up to three (3) days at either the Christmas or the New Year's season;
- (v) Work a minimum of three (3) recognized Holiday weekends during the year exclusive of the Christmas and New Year's.
- (vi) This shall not be considered a guarantee of hours.

Nothing contained herein precludes a part-time Nurse from providing availability above their commitment level.

(b) Casual Part-Time Nurse

The Casual Part-Time Nurse shall make the following commitments:

- (i) Declare, on a bi-weekly basis, availability for work on specified days of the next two (2) week period.
- (ii) 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.

E.13 Part-Time Scheduling

Prior to the posting of the schedule:

- 1) Regular part-time Nurses shall be equitably scheduled for all anticipated hours arising from the Full-Time rotations up to their regular part-time commitment over the six week posting period, based on seniority and availability.
- 2) All regular part-time Nurses are required to fill out an "Availability Calendar". Each Unit will develop its own Availability Calendar. Such calendar must be submitted four weeks in advance of the posting date of the next 6-week schedule and must cover the same six (6) week period as the posted work schedules. Each Nurse is responsible for the completion of their own Availability Calendar and failure to properly complete an "Availability Calendar" may result in the Nurse not being scheduled tours beyond their commitment. Each Unit will develop a method of record keeping to implement the above. Shifts in excess of the availability commitment will then be scheduled \*equitably by seniority and availability to all regular part-time Nurse on the unit.
- 3) If all Regular Part-time Nurses on a given unit indicate non-availability for the same day or the shift thus resulting in the Employer's inability to cover



that shift, the shift will be scheduled to a RPT Nurse from that unit based on reverse seniority.

It is understood that the Hospital will not be required to schedule tours, which would result in overtime or scheduling violation premium pay.

*\*Equitably for these purposes is defined as first ensuring all regular part-time are scheduled for their commitment per pay period, then over the six week schedule. If there are an uneven number of shifts then seniority shall be the determining factor.*

E.14 Call-in Process for Offering Additional Tours  
(After the Schedule has been Posted)

- i) It is understood that the Hospital will not be required to offer tours, which would result in overtime or scheduling violation premium pay.
- ii) Shifts will be deemed to have been offered when notification has occurred. Each unit shall establish a suitable method of record keeping available on the unit for a minimum of six (6) months, of the notification and the response.

The Hospital will offer additional tours based on the following order:

- (a) Any needs for shifts commencing in excess of five (5) days will be posted on the unit as needs to be picked up by the part-time staff on the unit. Shifts will be assigned based on seniority and equitability.
- (b) For any additional tour commencing within five (5) days the scheduler/caller, following the unit call in record based on seniority and equitability, will accept the first positive response.
- (c) Should work subsequently become available for that shift for which a part-time Nurse was cancelled, the part-time Nurse who had the tour cancelled will be given the first opportunity to work that additional tour.
- (d) Regular part-time staff on the home unit who are not in scheduling premium position and have not been scheduled up to their bi-weekly commitment are offered the shift at straight time, in order of seniority.
- (e) Regular part-time staff on the home unit, excluding Job Sharers, who are not in a scheduling premium position and who have indicated availability for additional shifts are offered up to seventy-five (75) hours in the pay period at straight time, in order of seniority.
- (f) Job Sharers on the home unit, according to Article N at straight time.

- (g) Casual Part-time on the home unit at straight time.
- (h) Regular part-time staff on the home unit who would be paid at premium may be offered the shift in order of seniority, followed by Job Sharers and Casual at premium on the home unit.
- (i) It is the intent of the Parties to offer overtime on an equitable, rotational basis. When shifts on a Unit that incur overtime payment are offered, they will be offered within that Unit, on a rotational basis first to Full-Time Nurses, and if no Full-Time Nurses are available, then on a rotational basis to regular part-time Nurses, and if no regular part-time Nurses are available, then to job sharers and then to casual part-time Nurses. For purposes of maintaining an equitable system of rotation, any overtime offered and declined shall be considered to be that employee's opportunity for overtime and the rotation shall continue. It is understood and agreed that where an inadvertent error should occur, in the order of offering overtime, it may be corrected by offering the next available opportunity for overtime, and such correction shall not violate the terms of this article. Each unit shall establish a suitable method of record keeping, available on the unit, for a minimum of six (6) months. It is further understood that once an overtime request is beyond the unit it need not be offered in any particular sequence of staff.
- (j) If no staff from the unit are available to work the shift, the Hospital may offer the shift to regular part-time staff from other units who have indicated their availability to take additional shifts on the unit, who are capable of performing the required work.

E.15 Where a Nurse desires a change in status to casual part-time, they must place their request for transfer in writing to the Clinical Program Manager and Human Resources, subject to approval of this request. The hospital will endeavour to transfer the Nurse to casual status within 45 days. Such request shall not be unreasonably denied.

E.16 Part-time Only

Tours of Less than seven and one-half (7.5) Hours

Where a Nurse is scheduled to work less than a normal tour seven and one-half (7.5) hours, Article E in its entirety applies except as amended by the following:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than seven and one-half (7.5) hours to a minimum.
- (b) Nurses working tours comprised of less than seven and one-half (7.5) hour tours shall be granted a paid rest period.

- (c) No part-time Nurse will be scheduled solely on tours which are comprised of less than seven and one-half (7.5) hours in any pay period, except where such arrangements are agreed to by the Nurse.
- (d) Nurses working tours comprised of less than seven and one-half (7.5) hours, shall not be scheduled to work more than six (6) consecutive tours. If a Nurse is required to work on a seventh (7th) consecutive and subsequent tour, then they will receive premium payment for each tour so worked until a day off is scheduled.

E.17

Banked Lieu Time

(a) Full-Time Only

In accordance with Article 14.09 of the Collective Agreement, where the Nurse chooses equivalent time off for overtime worked, they may accumulate up to thirty-seven and half (37.5) hours to be taken at a mutually agreeable time. Amounts in excess of thirty-seven and half (37.5) hours shall be paid out. Requests for equivalent time off and a decision provided to the Nurse within seventy-two (72) business hours of the Manager receiving the request. There shall be no carry over of these lieu banks from one fiscal period to another.

Requests received with less than six (6) weeks' notice will be considered on an individual basis.

Requests for equivalent time off will not be unreasonably denied.

(b) Full-Time and Part-Time

Nurses working on OR/PACU/ENDO/CATH Lab shall be able to accumulate lieu time up to seventy-five (75) hours at any one time during the fiscal year. Lieu time off shall be taken at a mutually agreeable time before the end of the fiscal year. Requests for equivalent time off submitted prior to the posting of the schedule will be considered and where it can be scheduled, approved with the posting of the schedule.

Requests received with less than thirty (30) days notice will be considered on an individual basis.

Requests for equivalent time off will not be unreasonably denied.

E.18

Reassignment of Staff in Accordance with 10.08

If the Hospital has determined that a reassignment of a Nurse is necessary on a Unit, the following will apply in accordance with Article 10.08 (a):

- (a) Nurses on the Unit on the shift to be reassigned will be asked if anyone is interested in volunteering for the reassignment. If only one Nurse volunteers, they will be reassigned. If more than one Nurse volunteers for reassignment, the senior Nurse on the Unit volunteering will be reassigned. Reassignment is subject to (d) below.
- (b) In the event that there are no volunteers, Nurses will be reassigned on the basis of seniority starting with the most junior and in ascending order.
- (c) For the purposes of reassignment under this provision a combined seniority list shall be used with seniority expressed in terms of hours worked.
- (d) The above procedure is subject to ensuring that the employees remaining on the unit are qualified to perform the available work. The Hospital will make the determination of whether or not the employee to be reassigned is qualified for the assignment. If the least senior employee has been re-assigned in the preceding six (6) weeks, the next least senior employee will be re-assigned, subject to the latter. For clarity, nursing units are required to keep a log of the re-assignment activity for this purpose.
- (e)
  - (i) Nurses who are mentoring or involved in orientation will not be reassigned for the shift where reassignment is necessary.
  - (ii) Nurses who are assigned as charge Nurse will not be reassigned for that shift.
  - (iii) It is understood that Nurses will not be reassigned during their probationary period.
  - (iv) The Hospital will endeavour not to reassign a Nurse during their orientation period to a new unit.
- (f) The reassigned Nurse may be reassigned to one or more units throughout the shift. If the Nurse returns back to the unit, they may be reassigned within the same shift. There will be no splitting of reassigned shifts.

#### E.19 Alternate Work Schedules

Recognizing that some Nurses desire alternate work schedules and pursuant to Article 13.03 and 13.04, the Parties agree to the following terms

and conditions for Innovative Unit Scheduling and Unit Weekend Scheduling:

- (a) Individuals who are presently working Full-Time and wish to make application to an alternate work schedule shall do so to the Program Manager. The Program Manager will review the request and will forward the request to the Scheduling Committee along with their recommendation for approval or denial. No request will be unreasonably denied.
- (b) If more Nurses in an area make application to work alternate work schedules in that area than is feasible, the decision of which jobs are to be worked on an alternate work schedule shall be based on seniority and preference.
- (c) Alternate work schedules shall be implemented, as per this agreement and shall have a trial period of six (6) months. There shall be an ongoing review of alternate work schedules at the Scheduling Committee meetings.
- (d) The Hospital and/or the Scheduling Committee and the Nurse may discontinue the alternate work schedule with six (6) weeks' notice. Prior to discontinuation of any alternate work schedule, problems shall be referred to the Scheduling Committee for resolution.
- (e) If the Nurse terminates their position or transfers to a different position, the posting of such vacancy will be as per the Central Collective Agreement Article 10.06.

E.20 Professional Development

In order to promote professional development and facilitate attendance at educational opportunities, courses or programs, where it is possible to do so, the Hospital and the employee will mutually agree to schedule changes. Such request shall not be unreasonably denied.

E.21 Self-Scheduling

In accordance with Article 13.03 of the Collective Agreement, the Parties may wish to implement Self-Scheduling to achieve a scheduling practice that offers the benefit of Self-Scheduling to staff, in addition to satisfactory and efficient staffing coverage to the Hospital.

The Parties agree to enter into a Self-Scheduling Program on the following conditions:

- (a) Self-Scheduling may be cancelled at any time by either party, by giving sixty (60) days written notice to the other party, of its desire to terminate this agreement.
- (b) The Employer will not be required to pay overtime rates for any hours worked by a Nurse in excess of the normal hours, where such excess hours are made necessary only to accommodate the transition to or from the Self-Scheduling. Similarly, no penalty or premium payments referred to in Article 14.03 resulting directly from the transition to or from the Self-Scheduling will be paid.
- (c) Any and all conditions and terms of the Collective Agreement, Appendices, and Letters of Understanding between the Hospital and Association shall remain in full force and effect.
- (d) Self-Scheduling is viewed by the Employer as scheduling by Nurses' request and Articles E and L will apply. It is essential that Self-Scheduling does not result in additional costs to the Employer. The selection of tours shall be made in accordance with departmental needs. The Employer is responsible for final approval of all schedules.
- (e) The effects of Self-Scheduling will be closely monitored and feedback from participants will be sought through regular contact and/or meeting to ensure a continued smooth and efficient Self-Scheduling process.
- (f) For the purpose of Article 13.02 the normal tour for Regular Part-time or Casual Part-time may be eleven and one quarter (11.25), seven and one-half (7.50) hours, or four (4) hours, exclusive of meal time.
- (g) Regular Part-time Nurses will be required to select a minimum of ninety (90) hours in a six (6) week posting period, provided the hours are available.
- (h) Full-Time and Regular Part-time Nurses must work a minimum of fifty percent (50%) shift where such shift is available, unless they desire to work permanent shift. Permanent night shift is permissible provided that the Nurse on permanent shift works the day tour every four (4) months for three (3) consecutive days when the Clinical Manager is scheduled to work when requested by the Clinical Manager.
- (i) The Nurse, when Self-scheduling will ensure a period of at least twenty-three (23) hours off between the start of shifts and at least fifty-six (56) hours off when changing from night tour to another tour

of duty. A shorter period of time may be agreed upon by mutual consent between the Nurse and the Hospital. Where a Nurse is not Self-scheduling safely, or is consistently waiving the scheduling premiums either party may require the Nurse to cease the practice of scheduling shorter periods of time off.

- (j) No Nurse shall be scheduled more than three (3) consecutive extended tours unless mutually agreed between the Nurse and the Employer.
- (k) Notwithstanding (h) above, no Nurse shall schedule themselves or be scheduled for more than four (4) consecutive extended tours or forty-five (45) hours without a day off.
- (l) Full-Time and Regular Part-time Nurses shall schedule three (3) out of six (6) weekends off in each six (6) week scheduling period. A weekend is defined as being fifty-six (56) hours off work during the period following the completion of the Friday day shift and the beginning of the Monday day shift.
- (m) Nurses who are scheduled to work on a Holiday weekend will be given the first opportunity to work on the actual day of the Holiday.
- (n) It is understood that Full-Time Nurses who are not scheduled off over Christmas or New Years will be required to schedule themselves to work at least December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup> or December 31<sup>st</sup> and January 1<sup>st</sup>. Regular Part-time Nurses will make themselves available to work on either December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup> or December 31<sup>st</sup> and January 1<sup>st</sup>.
- (o) Process for Self-Scheduling
  - i) A) Self-scheduling may be introduced into any unit when seventy percent (70%) of the combined Full-Time and regular part-time employees permanently assigned to the unit so indicate by secret ballot, and;
  - B) The Hospital agrees to implement the self-scheduling arrangement in the Unit. It is understood such agreement by the Hospital shall not be withheld in an unreasonable or arbitrary manner;
  - C) The secret ballot vote will be conducted by the Union. The result of the vote will be determined on the basis of votes cast, not including spoiled ballots. The Union will post the result of the vote.

- ii) The secret ballot referred to above shall not take place unless six (6) months has elapsed from the day of any previous vote or the date of implementation.
- iii) Self-scheduling may be discontinued or changed in any unit when:
  - A) Sixty percent (60%) of the combined Full-Time and regular part-time employees (including job sharers) permanently assigned to such unit so indicate by secret ballot.
  - B) The secret ballot vote will be conducted by the Union. The result of the vote will be determined on the basis of votes cast, not including spoiled ballots. The Union will post the result of the vote.
  - C) The Hospital determines that the schedule:
    - i) Causes adverse effects on patient care; or
    - ii) Results in the inability to provide a workable staffing schedule; or
    - iii) Results in other undesirable outcomes that are neither unreasonable nor arbitrary.
  - D) If a schedule in a unit is discontinued in accordance with (C) above, it is agreed that:
    - i) The Parties shall meet within two (2) weeks of the decision to discontinue the schedule in such unit to review the decision; and
    - ii) The affected unit shall be given sixty (60) days notice before the schedules are so amended.
- iv) Self-scheduling will be introduced on a trial basis for a period of six (6) months. One month prior to the end of the trial, a second secret ballot vote will be conducted as per above. Where at least seventy percent (70%) of the combined Full-Time and regular part-time employees vote in favour and subject to agreement of the Hospital, self-scheduling arrangements will continue.
- (p) The participating employees will endeavour to cover all shifts prior to



the posting period and that obligations under the Collective Agreement will be met and no violations of the Collective Agreement occur.

- (q) Part time employees who do not attend the self-scheduling meeting are required to submit their availability in writing in time for the meeting. After the schedule has been posted any shifts not filled or any shifts that become available will be filled in accordance with Article E.14.

The self-scheduling schedules shall be submitted to the manager or designate for review and approval to ensure that appropriate nursing coverage is maintained along with appropriate skill mix.

## **ARTICLE F - STAND-BY**

- F.01 (a) The Hospital will notify the Bargaining Unit President or designate prior to initiating standby assignments on any unit. Problems with standby shall be discussed at Hospital-Association Committee if they occur following implementation.
- (b) Scheduled standby assignments will be distributed as equitably as possible amongst the Nurses in any unit utilizing standby.
- (c) Standby assignments shall be posted at the same time as the tours of duty schedules. Nurses shall be permitted to exchange or give away their standby assignments, to provide fairness to standby give-aways, employees shall indicate their availability for standby and give-aways shall be offered on a rotational basis.
- (d)
  - i) A Nurse will not be scheduled for stand-by on a scheduled day off or scheduled on a weekend off unless mutually agreed between the Nurse and the hospital.
  - ii) Notwithstanding i) above, a Nurse must be available for stand-by scheduling on a weekend off, one weekend in six. When a Full-Time or part-time employee is scheduled for standby on a weekend, they are considered to be "working" the weekend.
- (e) Nurses will not be scheduled for standby when on vacation.
- (f) Nurses scheduled for standby shall be provided with a notification device from the hospital. Employees may use their own personal device at the employee's expense.

- (g) Nurses requiring special arrangements for sleeping shall contact the manager or designate as the need arises.
- (h) A Nurse's standby schedule will not be reassigned without mutual agreement.
- (i) Standby will not be scheduled to a Nurse before a scheduled day shift unless otherwise agreed to by the Nurse.
- (j) When a Nurse has been called in from standby and worked the hours after 2400 hours, such Nurse will not be required to work the day shift unless they do so by mutual agreement.
- (k) In the event an employee is required to work for a period greater than sixteen (16) continuous hours, the Hospital shall endeavour to ensure the employee is relieved from duty.
- (l) In units where hybrid schedules have been implemented, when referring to Article 14.04 of the central agreement, the Nurse's "normal" shift shall be calculated on the number of hours of the last shift worked prior to the standby assignment, provided such shift is at least seven and one-half (7.5) hours in duration.
- (m) A Nurse may be scheduled for standby following a tour. Standby will commence at the end of the assigned late tour or shift daily and will include twenty-four (24) hours per day on Saturday, Sunday and paid holidays.
- (n) Where a schedule has been developed and agreed to in accordance with the Scheduling Provision of the Local Agreement when a Nurse who is called in from standby and works beyond 0200 hours and is scheduled for the next day shift, such Nurse shall be permitted to leave with pay for that part of the next day shift to allow 8 hours rest period. Such Nurse shall be paid at their regular rate of pay for the entire subsequent day shift provided one of the following applies:
  - (i) The Nurse returns to complete the shift where the eight (8) hour rest period ends at least four (4) hours prior to the end of the subsequent day shift;
  - (ii) Where, following the eight (8) hour rest period and the anticipated conclusion of the subsequent day shift is less than four (4) hours, then the Nurse need not report and the shift will be paid at their regular rate of pay.

Such payment shall not be applicable if the Nurse voluntarily agrees to some other shift assignment to meet a specific

requirement. Payment under this clause shall not apply in such a manner as to impact any other premium covered by the Collective Agreement.

NOTE: If the initial call is two (2) hours prior to the start of the regular scheduled day shift, this article does not apply.

(o) The Parties intend that standby will only be scheduled one day per week and one weekend in six and the modification to Article E.03 will not apply to Full-Time.

### Cardiac Catheterization Laboratory

Nurses who are scheduled from 1000 hours to 1800 hours will be scheduled for stand-by.

## **ARTICLE G - SENIORITY LISTS**

G.01 The Hospital will supply the Union with three (3) up-to-date copies of the seniority lists twice each year -June 1st and December 1st.

## **ARTICLE H – VACATIONS**

H.01 For the purpose of calculating vacations, the vacation year shall be from May 1<sup>st</sup> of any given year to April 30<sup>th</sup> of the following year.

### Full-Time Only

There shall be no carry-over of vacation credits from one year to the next.

H.02 Full-Time Only

From the third (3<sup>rd</sup>) Saturday in June to the second (2<sup>nd</sup>) Friday of September no more than three (3) weeks will be granted to any one (1) individual Nurse unless unit staffing allows for more vacation to be approved.

H.03 Vacation planners shall cover a six month period. Summer vacation period shall cover from May 1<sup>st</sup> to October 31<sup>st</sup>. Winter vacation period shall cover from November 1<sup>st</sup> to April 30<sup>th</sup>.

Summer vacation planners shall be posted on January 1<sup>st</sup> till January 31<sup>st</sup>. Approved summer vacation planners shall be posted by March 1<sup>st</sup>.

Winter vacation planners shall be posted on July 1<sup>st</sup> till July 31<sup>st</sup>. Approved winter vacation planners shall be posted September 1<sup>st</sup>.

Summer schedules shall be posted by May 1<sup>st</sup> annually.

After the approved vacation planner has been posted, all requests must be submitted electronically where available or on the appropriate form, and approved by the manager/designate in writing. Vacation requests will be accepted up to two (2) weeks prior to the posting of the schedule. The manager will respond with approval or denial of such requests within two (2) weeks of receipt based on operational needs.

Vacation requests submitted after the timelines provided above will be considered on a first come, first serve basis. When a Nurse submits a vacation request after the timeline, the Nurse will find a replacement based on equitability and seniority, prior to submitting the vacation request to the manager/designate.

Requests for individual vacation days will not be considered through the Vacation Planner referenced above. A Nurse may request individual vacation days for the next or currently posted schedule through the unit specific request process. Requests for individual vacation days shall not exceed two (2) weeks in total of the Nurse's entitlement, except for those Nurses who have six (6) or more weeks of vacation entitlement who can request up to three (3) weeks in individual days. Nurses will endeavour to request individual vacation days prior to the schedule being posted.

Full-Time and part-time Nurses shall have separate vacation quotas. Vacation quotas shall be posted on the vacation planner. When job sharers cover for each other's vacation, they shall not form part of any vacation quota.

Vacation quotas shall not be unduly restrictive or unreasonable.

Part-time Nurses will be granted unpaid vacation time off in accordance to their years of service pursuant to Article 16.06.

H.04 Nurses shall be given preference with respect to their vacation period in accordance with seniority. However, a Nurse may exercise their seniority rights on a once only basis during each vacation year.

H.05 Full-Time Only

Except as modified by Article 16, vacation pay shall be computed so that a Nurse will receive the amount of money normally earned on a regular work schedule which shall be included in the salary cheque issued immediately preceding the commencement of vacation if requested at least one (1)

month in advance in writing.

## **ARTICLE I - PAID HOLIDAYS**

I.01 In reference to Article 15.01, the following paid holidays shall be recognized:

|   |                                    |
|---|------------------------------------|
| New Year's Day                                  | Civic Holiday                      |
| Family Day (3 <sup>rd</sup> Monday in February) | Labour Day                         |
| Good Friday                                     | Thanksgiving Day                   |
| Easter Monday                                   | 2 <sup>nd</sup> Monday in November |
| Victoria Day                                    | Christmas Day                      |
| Canada Day/July 1 <sup>st</sup>                 | Boxing Day                         |

I.02 Full-Time Only

In reference to Article 15.05, lieu days off shall be taken within thirty (30) days either prior to or following the holiday. The lieu day is to be scheduled with a weekend off whenever possible. If the lieu day cannot be scheduled with a weekend off, then it is to be scheduled at a time mutually agreeable between the Nurse and the Hospital.

I.03 Full-Time Only

In reference to Article 15.04 (a) and (b), the additional day will be taken at a mutually agreed time.

I.04 Full-Time Only

The Hospital will schedule so that no Nurse is required to work more than sixty percent (60%) of the recognized holidays, it being understood that normal schedules may require adjustment once a year in addition to the waiver provided for in E.08; and when a Nurse is scheduled off on a recognized holiday that falls immediately prior to or after a weekend, the Nurse shall be scheduled off for the weekend as well whenever practical.

## **ARTICLE J - UNION BUSINESS - LOCAL**

J.01 In reference to Article 11.02, there shall be leaves of absence not exceeding an aggregate of one hundred (100) working days in a calendar year provided the number of Nurses on such leave does not exceed four (4) at any one time and no more than one (1) Nurse is absent from any one (1) unit. The Union will provide two (2) weeks' notice to the Hospital.

Where a Nurse, as a member of the Union, must participate in matters relating to legislated requirements such reasonable time as is necessary to

comply with such requirements will not be included for purposes of the one hundred (100) aggregate days in J.01.

J.02 Full-Time Only

Where an employee has been scheduled for a leave for Union business and the employee takes ill prior to the commencement of the leave and as a result is unable to attend to such Union business the time will be considered sick time and if payment due will be governed by the Terms of the Sick Plan.

J.03 The Employer will endeavour to schedule meetings when the Bargaining Unit President is available at work. Where this is not possible, the Hospital agrees to pay the Bargaining Unit President at straight time hourly rate for attendance at such meetings. Such hours will not generate premiums on other hours worked in accordance with Article 14.

When required to attend meetings during their scheduled shift, the Hospital will adequately replace the Bargaining Unit President on their unit.

J.04 The Bargaining Unit President will be scheduled to the day tour only for the duration of their term of office, if they so desire.

The Bargaining Unit President will be granted paid leave up to thirty (30) hours per month. Requests for such leave shall be made to the Employer at least fourteen (14) days in advance, except in extenuating circumstances. Such requests shall not be unreasonably denied. This does not include any paid leave permitted under the Collective Agreement such as time to attend meetings with the Employer or time to attend union management meetings, to name a few.

J.05 Local Coordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to Nurses elected to the position of Local Co-ordinator. Subject to reasonable notice, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as they may require fulfilling the duties of the position.

## **ARTICLE K – GENERAL**

K.01 The Hospital will provide a maximum of five (5) bulletin boards for the use of the Association at locations as are mutually agreed upon, it being understood that such notices will be in accordance with the requirements of the Hospital. It is agreed that the President of the Bargaining Unit will be notified when such notices are removed. Notices of Association meetings may be posted two (2) weeks in advance of the meeting date on one (1) bulletin board in each Nursing Unit.

Job postings and successful applicants lists will be posted by the Hospital electronically rather than on the Bulletin Board.

The Hospital and the Union will discuss the location of the bulletin boards at the Hospital Association Committee. These boards may be moved by the agreement of the Parties from time to time.

K.02 The Hospital will provide a shared office space for Bargaining Unit use. The Hospital will provide a room upon request for the Bargaining Unit Executive/Committee members to meet for the purposes of prep meetings, if available.

K.03 Nurses in the Intensive Care Unit, Surgical Suite (O.R. and PACU) Cardiovascular Intensive Care (CVICU), Cardiac Catheterization Suite, Endoscopy Suite and Emergency Room shall be provided with scrub uniforms without cost to the Nurse and which shall remain the property of the Hospital. Scrub uniforms will be laundered by the Hospital without charge. Nurses in the Operating Room shall be provided with scrub hats as determined by the Hospital.

K.04 Pre-Paid Leave Plan

The number of Nurses that may be absent at any one time shall be a total of six (6) from both Bargaining Units.

K.05 Where an error equal to one full shift or more has occurred on a Nurse's regular pay, the Employer shall reimburse the Nurse by cheque within three (3) working days exclusive of Saturday, Sunday and Holidays provided that the time sheet had been initialled by the Nurse, where possible. Errors equal to less than one (1) full shift will be corrected on the next pay cheque.

K.06 Should a unit be unable to fill a temporary Full-Time vacancy in accordance with Article 10.07 (d), the Hospital will post the temporary vacancy in accordance with Article 10.07 (d) and Full-Time Nurses may apply for the vacancy and will be considered in the same manner after regular part-time Nurses as per Article 10.07(d).

K.07 Notification to Unsuccessful Job Applicants

The Parties agree that the Hospital will notify any unsuccessful candidate who has interviewed for a specific ONA posting, by the Hospital through email within one (1) week of the acceptance of the position by the successful candidate and prior to the posting of the name of the successful candidate. The ONA Bargaining Unit President will be notified at the same time. The Employer will continue its practice of notifying all ONA members via e-mail when a decision has been made regarding a job posting.

An electronic copy of all Bargaining Unit job postings will be emailed to the Bargaining Unit President at the time of posting.

K.08 Retiree Benefits – Process for Payment – APPLIES TO FULL TIME ONLY

A Nurse who is retiring from their full time position in the bargaining unit on or after January 1, 2002 and has not yet reached age 65 and who is in receipt of the Hospital's pension plan benefits and who wishes to continue to participate in the benefit plans (Extended Health, Dental and Semi-private coverages) as outlined in Article 17.01 (h) and 17.01 (i) may do so by making application at least one (1) month in advance of their last day of work. It is understood and agreed that the following shall apply;

1. To be eligible for retiree benefits the retiring Nurse must have been a participant in the Hospital benefit plans as outlined in Article 17.01 (h) for a period of three (3) months prior to making application for retiree benefits.
2. Dependent coverage shall be those dependants that were covered for the period as in (a) above and no dependants may be added following the Nurse's last day of work.
3. The benefit plan(s) applicable to the retiree shall be those in place at the Hospital at the time of application.
4. In the event that plan design should change the retiree benefits shall remain consistent with those plans in effect for full time members of the ONA bargaining unit.
5. A retiree's participation/coverage is subject to the terms and conditions of the plan and changes thereof.
6. The Nurse participating in retiree benefits shall provide advance payment for the full amount of the monthly premium of the benefits either through post dated cheques provided on a yearly basis or through a preauthorized withdrawal process. A cheque shall accompany the application for retiree benefits for the full amount of three (3) months of coverage dated for the Nurse's last day of work. The Hospital shall notify the Nurse of any increase in the premiums and the Nurse shall remit payment for any increase in a timely fashion and amend any post-dated cheques as necessary.
7. In the event that the retired Nurse wishes to terminate coverage, the retired Nurse shall provide three (3) months notice in writing to the Hospital. The retired Nurse may not rejoin the plan once coverage has been terminated.



Any and all coverage shall cease immediately upon the occurrence of any of the following;

- a) Any monthly payment is missed or a cheque is returned to the Hospital in which case the Hospital has no obligation to contact the Nurse or question why payment has not been made.
- b) The failure to remit payment in respect of any increase in premiums within thirty (30) days of being notified by the Hospital of the increased rate.
- c) The death of the retired Nurse.
- d) The retired Nurse's 65<sup>th</sup> birthday.
- e) The closure of the Employer.

Once coverage is terminated for any reason, the Hospital is under no further obligation to offer coverage to the retired Nurse.

K.09 Education Leave

In accordance with Article 11.09(b), a Full-Time or regular part-time Nurse shall be entitled to an education leave without loss of regular earnings, for the purposes of attending ACLS recertification or equivalent training.

K.10 Information Reported to the Union

In accordance with Article 10.16 the parties agree that the details of the reporting requirements will be provided on the centrally agreed to template.

**ARTICLE L - EXTENDED TOURS AND HYBRID SCHEDULES**

L.01 Scheduling Guidelines – 11.25 Extended Tours – all long tours

- (a) The normal eleven and one-quarter (11.25) hour Extended Shift may be introduced into any unit when:
  - i) Fifty-one percent (51%) of the Full-Time and regular part-time Nurses specifically assigned to such units so indicate by secret ballot; and
  - ii) The Hospital agrees to implement the extended tour in the unit. It is understood that such agreement by the Hospital

shall not be withheld in an unreasonable or arbitrary manner.

- (b) The normal eleven and one-quarter (11.25) hour Extended Shift may be discontinued in any unit when:
  - i) Fifty-one percent (51%) of the Full-Time and regular part-time Nurses specifically assigned to such units so indicate by secret ballot; or
  - ii) The Hospital determines that the schedule:
    - A) Causes adverse effects on patient care; or
    - B) Results in the inability to provide a workable staffing schedule; or
    - C) Results in other undesirable outcomes that are neither unreasonable nor arbitrary.

The secret ballot referred to above shall not take place unless six (6) months have elapsed from the day of any such previous.

- (c) In reference to Article 14.12, tours scheduled and days off will be posted at least four (4) weeks in advance. Requests for change in posted time schedules must be submitted in writing and co-signed by a Nurse willing to exchange days off or tours. It is understood that such changes in schedules initiated by a Nurse and approved by the Hospital shall not result in overtime or scheduling violation premium. Requests for shift exchanges will be considered and a decision provided to the Nurse within seventy-two (72) hours of the manager receiving the request for the exchange that has been signed by both Nurses. Shift exchanges will not be unreasonably denied.

Requests for shift exchanges requested with less than seventy-two (72) hours notice will be considered on an individual basis by the manager or designate.

Full-Time employees may request a shift exchange with employees who are not working the same number of hours on that shift however, in order to maintain full time hours (1950 per year) the Full-Time employee will request banked lieu time (including stat holiday) or vacation for the remaining hours.

- (d) If the extended shift in a unit is discontinued in accordance with L.01(b) above, it is agreed that:

- i) the Parties shall meet within two (2) weeks of the decision to discontinue the extended shifts in such unit to review the decision and,
  - ii) the affected unit shall be given sixty (60) days notice before the schedules are so amended.
- (e)
- i) A Full-Time Nurse working the normal daily eleven and one-quarter (11.25) hour extended tour shall receive at least alternate weekends off. Should a Nurse work two (2) or more consecutive weekends they will receive premium payment as per Article 14.03, for all hours worked on a second and subsequent weekend save and except where:
    - A) the weekend has been worked by the Nurse to satisfy specific days off requested by such Nurse; or
    - B) the weekend is worked as a result of an exchange of tours with another Nurse; or
    - C) the Nurse has requested weekend work only.
  - ii) A part-time Nurse working the normal daily eleven and one-quarter (11.25) hour extended tour shall receive at least three of six weekends off. Should a Nurse work more than three (3) consecutive weekends they will receive premium payment as per Article 14.03, for all hours worked on the fourth and subsequent weekend save and except where:
    - A) the weekend has been worked by the Nurse to satisfy specific days off requested by such Nurse; or
    - B) the weekend is worked as a result of an exchange of tours with another Nurse; or
    - C) the Nurse has requested weekend work only in writing with a copy to the Union.
- (f) For the purposes of this section, a weekend shall be defined as any period of fifty-six (56) hours off work during the period following completion of the Friday day shift until the commencement of the Monday day shift to which the Nurse is scheduled.
- (g) No more than three (3) consecutive extended shifts shall be scheduled without a day off. Should a Nurse be scheduled more than three (3) consecutive extended shifts, they will receive premium payment, as per Article 14.03 for all hours worked on the fourth (4<sup>th</sup>)

extended and subsequent shifts except where:

- i) the shift is worked by the Nurse to satisfy specific requested days off; or
  - ii) the shift is worked as a result of an exchange with another Nurse.
- (h) It is understood that Full-Time Nurses working the normal eleven and one-quarter (11.25) hour extended tours accumulate three and three quarter (3.75) hours of lieu time in each pay period. The Employer may continue to schedule the “x” day as per the present practice on each unit. However, this does not preclude a Nurse from requesting another day. Such request shall not be unreasonably denied. “X” days will not be scheduled on weekends.
- (i) The Hospital shall schedule at least fifty-six (56) hours off following the night tour when switching to the day tour. The Hospital will endeavour to schedule forty-eight (48) hours off following any individual night tour or consecutive night tours prior to working the next night tour, unless requested by the Nurse.
- (j) The Hospital shall schedule at least twenty-three (23) hours between the start of shifts unless requested by the Nurse.

## L.02

### Scheduling Guidelines – Hybrid Schedule

- (a) For the purposes of this article, Hybrid Schedule is defined as one that results in a Nurse working a combination of extended tours (11.25 hour tours) and normal tours (7.5 hour tours) within the scheduling period.
- (b) The Hybrid Schedule may be introduced into any unit when:
- i) Fifty-one percent (51%) of the Full-Time and regular part-time Nurses specifically assigned to such units so indicate by secret ballot; and
  - ii) The Hospital agrees to implement the shift schedule in the unit. It is understood such agreement by the Hospital shall not be withheld in an unreasonable or arbitrary manner.
- I The Hybrid Schedule may be discontinued in any unit when:
- i) Fifty-one percent (51%) of the Full-Time and regular part-time Nurses specifically assigned to such unit so indicate by secret ballot; or

- ii) The Hospital determines that the schedule:
  - A) Causes adverse effects on patient care; or
  - B) Results in the inability to provide a workable staffing schedule; or
  - C) Results in other undesirable outcomes that are neither unreasonable nor arbitrary.

(d) The secret ballot referred to above, shall not take place unless six (6) months has elapsed from the date of any such previous secret ballot within such unit.

I If the Hybrid Schedule in a unit is discontinued in accordance with (b) above, it is agreed that:

i) The Parties shall meet within two (2) weeks of the decision to discontinue the extended shift in such unit to review the decision, and

ii) The affected unit shall be given sixty (60) days notices before schedules are so amended.

the

(f) In reference to Article 14.12, tours scheduled and days off will be posted at least four (4) weeks in advance. Requests for change in posted time schedules must be submitted in writing and co-signed by a Nurse willing to exchange days off or tours. It is understood that such changes in schedules initiated by a Nurse and approved by the Hospital shall not result in overtime or scheduling violation premium. Requests for shift exchanges will be considered and a decision provided to the Nurse within seventy-two (72) hours of the manager receiving the request for the exchange that has been signed by both Nurses. Shift exchanges will not be unreasonably denied.

Requests for shift exchanges requested with less than seventy-two (72) hours notice will be considered on an individual basis by the manager or designate.

Full-Time employees may request a shift exchange with employees who are not working the same number of hours on that shift however, in order to maintain full time hours (1950 per year) the Full-Time employee will request banked time (including stat holidays) or vacation for the remaining hours.

(g) Full-Time Only

(i) A Full-Time Nurse working a Hybrid Schedule shall be scheduled off on alternate weekends. A Nurse will receive premium payment as per Article 14.03 for all hours worked on a second consecutive and subsequent weekend save and except where:

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

(ii) Part-Time Only

A part-time Nurse working a Hybrid Schedule shall be scheduled off at least three (3) weekends in six (6). A Nurse will receive premium payment as per Article 14.03 for all hours worked on a fourth consecutive and subsequent weekend save and except where:

- A) The weekend has been worked by the Nurse to satisfy specific days off requested by such Nurse; or
- B) The weekend is worked as a result of an exchange of tours with another Nurse; or
- C) The Nurse has requested weekend work only in writing with a copy to the Union.

(h) For the purpose of this section, a weekend shall be defined as any period of fifty-six (56) consecutive hours off work that includes Saturday and Sunday.

(i) No more than four (4) consecutive shifts (8 and 12 hours) shall be scheduled without a day off. Should a Nurse be scheduled more than four (4) consecutive shifts, they shall receive premium payment as per Article 14.03 for all hours worked on the fifth and subsequent shifts except where:

- i) the 5<sup>th</sup> shift is worked by the Nurse to satisfy specific requested days off;

- ii) the 5<sup>th</sup> shift is worked as a result of an exchange of tours with another Nurse.
- (j) The Hospital shall schedule at least fifty-six (56) hours off following the night shift when switching to the day or evening tour.  
  
The Hospital will endeavour to schedule forty-eight (48) hours off following any individual night tour or consecutive night tours prior to working the next night tour, unless requested by the Nurse.
- (k) Nurses shall not be scheduled to change shifts more than twice in any week.
- (l) Nurses shall not be scheduled for single days off more than once in a pay period.
- (m) The Hospital shall schedule at least twenty-three (23) hours between the start of shifts unless requested by the Nurse.

## L.03

Scheduling Guidelines – 4 on 5 OFF SCHEDULE

- (a) The 4 on 5 off Schedule may be introduced into any unit when:
  - i) Fifty-one percent (51%) of the Full-Time and regular part-time Nurses specifically assigned to such units so indicate by secret ballot; and
  - ii) The Hospital agrees to implement the shift schedule in the unit. It is understood such agreement by the Hospital shall not be withheld in an unreasonable or arbitrary manner.
- (b) The 4 on 5 off Schedule may be discontinued in any unit when:
  - i) Fifty-one percent (51%) of the Full-Time and regular part-time Nurses specifically assigned to such unit so indicate by secret ballot; or
  - ii) The Hospital determines that the schedule:
    - A) Causes adverse effects on patient care; or
    - B) Results in the inability to provide a workable staffing schedule; or
    - C) Results in other undesirable outcomes that are neither unreasonable nor arbitrary.

- (c) The secret ballot referred to above, shall not take place unless six (6) months has elapsed from the date of any such previous secret ballot within such unit.
- (d) If the 4 on 5 off Schedule in a unit is discontinued in accordance with (b) above, it is agreed that:
  - i) The Parties shall meet within two (2) weeks of the decision to discontinue the extended shift in such unit to review the decision, and
  - ii) The affected unit shall be given sixty (60) days notice before the schedules are so amended.
- (e) In reference to Article 14.12, tours scheduled and days off will be posted at least four (4) weeks in advance. Requests for change in posted time schedules must be submitted in writing and co-signed by a Nurse willing to exchange days off or tours. It is understood that such changes in schedules initiated by a Nurse and approved by the Hospital shall not result in overtime or scheduling violation premium. Requests for shift exchanges will be considered and a decision provided to the Nurse within seventy-two (72) hours of the manager receiving the request for the exchange that has been signed by both Nurses. Shift exchanges will not be unreasonably denied.

Requests for shift exchanges requested with less than seventy-two (72) hours notice will be considered on an individual basis by the manager or designate.

Full-Time employees may request a shift exchange with employees who are not working the same number of hours on that shift however, in order to maintain full time hours (1950 per year) the Full-Time employee will request banked lieu time (including stat holidays) or vacation for the remaining hours.
- (f) A Nurse working the '4 on 5 off' eleven and one-quarter (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 a Nurse is required to work on weekends in excess of six (6) in a nine (9) week schedule, save and except where:
  - (i) The weekend has been worked by the Nurse to satisfy specific days off requested by such Nurse; or
  - (ii) The weekend is worked as a result of an exchange of tours with another Nurse.



For the purposes of this section, a weekend shall be defined as any period of fifty-six (56) consecutive hours off work that includes Saturday and Sunday.

- (g) 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. This schedule fulfils the requirements of Article E.07, specifically, the scheduling of fifty percent (50%) of the working time is on day tour plus or minus one (1) tour per schedule.

Premium will be paid, as per Article 14.03, for a fifth (5<sup>th</sup>) tour and subsequent tours save and except where;

- (i) The fifth (5<sup>th</sup>) extended tour is worked to satisfy specific requested days off requested by the Nurse; or,
- (ii) The fifth (5<sup>th</sup>) extended tour is the result of an exchange with another Nurse.
- (h) Full-Time Nurses working the '4 on 5 off' extended tour schedule shall be scheduled for an additional three (3) eleven and one-quarter (11.25) hour tours (except in the areas where there are seven and one-half (7.5) hour tours available, Nurses will be scheduled an additional four (4) seven and one-half (7.5) hour tours. These additional shifts will be scheduled by the Hospital on weekdays during a Nurse's five (5) days off, in each calendar year and will be paid at the Nurse's regular straight time hourly rate of pay. Article L.01 (f) and L.02 (j) will not apply. Nurses working the '4 on 5 off' schedule with the additional tours set out in this paragraph, are considered to be Full-Time, as defined in the central provisions. It is understood that Full-Time Nurses will be scheduled to work 1950 hours per year. The 2D2N master schedule shall be calculated to years' end to ensure the schedule provides at least 1950 hours in each calendar year.

Paid holidays shall be scheduled in conjunction with a pay that is short of the required number of shifts in that two week period closest to the paid holiday date.

It is understood that job share lines will be entitled to the additional tours as outlined above.

## L.04

Scheduling Guidelines – Blended Schedule

- (a) For the purposes of this article, a Blended Schedule is defined as one that results in Nurses in a unit working a combination of normal shift rotations of eight (8) hour tours, extended tours (11.25 hour tours) and extended 4 on 5 off schedule or any combination thereof within the scheduling period.
- (b) The Blended Schedule may be introduced into any unit when:
  - i) Fifty-one percent (51%) of the Full-Time and regular part-time Nurses specifically assigned to such units so indicate by secret ballot; and
  - ii) The Hospital agrees to implement the shift schedule in the unit. It is understood such agreement by the Hospital shall not be withheld in an unreasonable or arbitrary manner.
- (c) The Blended Schedule may be discontinued in any unit when:
  - i) Fifty-one percent (51%) of the Full-Time and regular part-time Nurses specifically assigned to such unit so indicate by secret ballot; or
  - ii) The Hospital determines that the schedule:
    - (A) Causes adverse effects on patient care; or
    - (B) Results in the inability to provide a workable staffing schedule; or
    - (C) Results in other undesirable outcomes that are neither unreasonable nor arbitrary.
- (d) The secret ballot referred to above, shall not take place unless six (6) months has elapsed from the date of any such previous secret ballot within such unit.
- (e) If the Blended Schedule in a unit is discontinued in accordance with (b) above, it is agreed that:
  - i) The Parties shall meet within two (2) weeks of the decision to discontinue the extended shift in such unit to review the decision, and

- ii) The affected unit shall be given sixty (60) days notice before the schedules are so amended.
- (f) In reference to Article 14.12, tours scheduled and days off will be posted at least four (4) weeks in advance. Requests for change in posted time schedules must be submitted in writing and co-signed by a Nurse willing to exchange days off or tours. It is understood that such changes in schedules initiated by a Nurse and approved by the Hospital shall not result in overtime or scheduling violation premium. Requests for shift exchanges will be considered and a decision provided to the Nurse within seventy-two (72) hours of the manager receiving the request for the exchange that has been signed by both Nurses. Shift exchanges will not be unreasonably denied.

Requests for shift exchanges requested with less than seventy-two (72) hours notice will be considered on an individual basis by the manager or designate.

Full-Time employees may request a shift exchange with employees who are not working the same number of hours on that shift however, in order to maintain full time hours (1950 per year) the Full-Time employee will request banked lieu time (including stat holidays) or vacation for the remaining hours.

- (g) The schedule must comply with the scheduling regulations for extended tour rotations and extended 4 on 5 off schedule for Nurses' posted schedules as outlined in Articles E, L.02 and L.03. The schedule shall be the schedule which was approved by the Scheduling Committee and shall be deemed to comply with the scheduling regulations discussed above.
- (h) The Hospital and the Union will conduct periodic evaluation reviews of the Blended schedule at the Scheduling Committee. The reviews will evaluate the financial viability, RPT commitment, scheduling concerns, etc. of the Blended Schedule.

### **ARTICLE M - EXTENDED TOURS – 10 HOUR TOURS**

- M.01 (a) Ten (10) hour tours shall be introduced into any Unit when:
- i) Fifty-one percent (51%) 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).

- (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 determines that the schedule:
    - A) causes adverse effects on patient care,
    - B) results in the inability to provide a workable staffing schedule or
    - C) results in other undesirable outcomes that are neither unreasonable nor arbitrary.
- (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 sixty (60) days notice before the schedules are so amended.

M.02

- (a) Schedules of six (6) weeks will be posted four (4) weeks prior to the commencement of the period covered by the schedule.
- (b) Nurses shall not be scheduled to work more than four (4) consecutive 9.375 hour tours. Should a Nurse work more than four (4) consecutive tours, they shall be paid in accordance with Article 14.03 for all hours worked on the fifth (5<sup>th</sup>) and subsequent tours until time off is scheduled.
- (c) In reference to Article 14.12, tours scheduled and days off will be posted at least four (4) weeks in advance. Requests for change in posted time schedules must be submitted in writing and co-signed by a Nurse willing to exchange days off or tours. It is understood that such changes in schedules initiated by a Nurse and approved by the Hospital shall not result in overtime or scheduling violation premium. Requests for shift exchanges will be considered and a decision provided to the Nurse within seventy-two (72) hours of the manager

receiving the request for the exchange that has been signed by both Nurses. Shift exchanges will not be unreasonably denied.

Requests for shift exchanges requested with less than seventy-two (72) hours notice will be considered on an individual basis by the manager or designate.

Full-Time employees may request a shift exchange with employees who are not working the same number of hours on that shift however, in order to maintain full time hours (1950 per year) the Full-Time employee will request banked lieu time (including stat holidays) or vacation for the remaining hours.

- M.03 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.
- M.04 A part-time Nurse working the normal daily ten (10) hour extended tour shall receive at least three weekends off in six weekends. Should a Nurse work more than three (3) consecutive weekends they will receive premium payment as per Article 14.03, for all hours worked on the fourth and subsequent weekend save and except where:
- (a) the weekend has been worked by the Nurse to satisfy specific days off requested by such Nurse; or
  - (b) the weekend is worked as a result of an exchange of tours with another Nurse; or
  - (c) the Nurse has requested weekend work only.
- M.05 For the purposes of this section, a weekend shall be defined as any period of fifty-six (56) hours off work during the period following completion of the Friday day shift until the commencement of the Monday day shift to which the Nurse is scheduled.
- M.06 Nurses shall not be scheduled for single days off more than once in a pay

period.

The Hospital shall schedule at least twenty-three (23) hours between the start of shifts unless requested by the Nurse.

M.07 For Nurses working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37½) 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 (37½) minutes.

M.08 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.

M.09 The secret ballot to discontinue ten (10) hour tours referred to above, shall not take place unless six (6) months has elapsed from the date of any such previous secret ballot within such unit.

## **ARTICLE N - JOB SHARING**

N.01 Job Sharing

Recognizing that some employees desire a more flexible working arrangement than is currently provided in the Collective Agreement and pursuant to Article 20.01 of the Central Collective Agreement, the Parties agree to the following terms and conditions and scheduling regulations for Job Sharing:

N.02 Implementation

(a) Job sharing requests with regard to Full-Time positions shall be considered by the Vice-President of Patient Services/Chief Nursing Officer or designate on an individual basis.

(b) The total number of job shared positions Hospital wide will be up to a maximum of twenty-five (25) positions. This number may be increased with the consent of the Union and the Hospital.

(c) Article E.15 (1) (2) (3) (4) does not apply to Job Sharers.

## N.03

Job Posting

- (a) Where the job sharing arrangement arises out of the filling of a vacant Full-Time position, both job sharing positions must be posted and selection based on the criteria set out in the Collective Agreement.
- (b) Where the arrangement arises because of the desire of an incumbent Full-Time Nurse to share their position, they may simply choose to do without having their half of the job posted. However, the other half of the job shared position must be posted and the selection based on the criteria set out in the Collective Agreement.
- (c) If more than one (1) Nurse in an area desires to job share their position the Nurses must make a request in writing to the Vice-President of Patient Services/Chief Nursing Officer or designate, the decision of which job(s) is (are) to be shared will be based on seniority.
- (d) If one of the job sharers leaves the arrangement their position will be posted. If there is not a successful applicant to the position, the shared position must revert to a Full-Time position. The remaining Nurse will have the option of continuing in the original Full-Time position. If they do not continue Full-Time, the position must be posted according to the Collective Agreement.

## N.04

Scheduling

- (a) Posted schedules for the job sharers shall be based on the schedules that would apply to a Full-Time Nurse holding that position. Such schedule shall conform with the scheduling provisions of the Full-Time Collective Agreement.
- (b) Total hours worked by the job sharer shall equal one (1) Full-Time Position. Job sharers will have the option of determining between themselves which portion of the rotation they will work, however, this determination must be made before the schedule is posted. Job sharers will split their shifts 50/50 or 60/40. If the job sharers are unable to agree on which portion they will work, the Hospital shall schedule such work and the job sharers shall work in accordance with the posted schedule. Any changes made after the schedule had been posted must conform with the Department of Nursing Policy.
- (c) Each job sharer may exchange shifts with their partner, as well as with other Nurses as provided by the Collective Agreement and the established Department of Nursing policy.

- (d) 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.
- (e) 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. Job sharers may be offered additional tours on their partner's scheduled days when no other regular part-time Nurse is available on that unit.
- (f) Vacation, Maternity Leave and other Leaves pursuant to Article 11 of the Central Agreement

In the event that one (1) member of the job sharing arrangement goes on any of the above leaves of absence exceeding thirty (30) days, the remaining partner has the option of covering all the absent partner's shifts for the duration of the absence. If the Nurse is unable to cover the entire leave of absence, they must inform the Manager of their intentions to cover any of the absent partner's shifts at least two (2) weeks prior to the posting of each schedule.

- (g) Following the trial period, the Hospital may discontinue individual job sharing positions for valid reasons with sixty (60) days' notice to the job sharing Nurses. Prior to any discontinuation of individual job shared positions, problems shall be referred to the Hospital Association Committee for resolution.

## **ARTICLE O - WORKER'S COMPENSATION/LONG TERM DISABILITY/RETURN TO WORK**

- O.01 (a) The Employer shall provide the Union with a copy of the Employer's Report of Injury or Disease (Form 7) when submitting same to the Workplace Safety and Insurance Board (WSIB) in order to discuss with the Nurse any errors or omissions which may exist.
- (b) Where the Hospital has been advised of the absence, the Hospital will notify the Bargaining Unit President or designate of the names of all bargaining unit members who have reached fifteen (15) weeks off



work as a result of any illness or injury.

(c) Modified Work/Return to Work Programs

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

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

- i) A Nurse has the right to accommodation in accordance with the *Ontario Human Rights Code* and the *Workplace Safety and Insurance Act*.
- ii) A Nurse participating in the temporary program will be paid their applicable hourly rate in accordance with the Collective Agreement or at the rate of the accommodated job, whichever is higher. Payment during this portion may be impacted or determined by the terms of the sick plan or WSIB requirements.
- iii) A Nurse with a disability, whose pre-injury/illness job cannot be accommodated to allow them to perform the essential duties of that particular job, shall be offered alternative suitable available work. Every attempt will be made to offer alternative work that is comparable in nature and salary to the pre-injury/illness employment.
- iv) In order to return a worker with a disability to their pre-injury/illness job, appropriate accommodation may include, but is not limited to modifications to the job or work station, reorganization of the work, provision of additional staff and/or retraining of the worker in order to perform the essential duties of the pre-injury/illness job or alternative suitable available work.

- (d) The Employer agrees that a joint accommodation committee consisting of an equal number of Union and management representatives will facilitate any accommodation of disabled Nurses. Time spent by the Nurse's representative will be compensated at regular straight time hourly rates.

**ARTICLE P – VIOLENCE IN THE WORKPLACE**

- P.01
- (a) Violence shall be defined as any incident in which a Nurse is abused, either physically or verbally, threatened or assaulted during the course of their employment. The Hospital agrees that these incidents will not be condoned in the workplace. Any Nurse who believes their situation was abusive shall report this to their immediate supervisor who will make every reasonable effort to rectify the situation.
  - (b) The Employer agrees to develop, in consultation with the Joint Health and Safety Committee, formalized explicit policies, measures, procedures and training to deal with violence in accordance with legislated requirements. Examples of issues to be covered may include prevention of violence, the management of violence situations etc. the policy, measures and procedures shall be part of the employee's health and safety program and written copies shall be provided to employees at the time of orientation. Employees shall receive training in accordance with the legislated requirements.
  - (c) Prior to implementing any changes to these policies, measures and procedures and training, the Employer agrees to consult with the Union and the Joint Health and Safety Committee.
  - (d) The Employer agrees that the Joint Health and Safety Committee may request a risk assessment respecting the potential for violence in any particular part of the Hospital.
  - (e) The Parties agree that if an incident involving an aggressive individual occurs, such action will be recorded and reviewed at the Occupational Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with matters relating to violence directed towards staff. Reasonable steps within the control of the Hospital will follow to address the health and safety concerns of the Nurses presented in that forum. The Parties agree that steps to reduce violence in the workplace may include but are not limited to additional physical security, surveillance, code practices, counselling and additional staff to assist with the situation. The Parties further agree that suitable subjects for discussion at the Hospital Association Committee will include aggressive patients.
  - (f) Within three (3) days of being notified that a Nurse has been assaulted while performing their work, the Occupational Health and Safety Department shall notify the Bargaining Unit President or designate, in writing. Such notices will contain all of the information as prescribed in Section 5 of the healthcare regulation. The

assaulted Nurse may choose to have their name remain confidential. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.

- (g) When a Nurse, in the exercise of their functions, suffers damage to their personal belongings (clothing, watch, glasses, contact lenses or other prosthesis, etc.), the Hospital shall provide for replacement or repair at no cost to the Nurse.
- (h) The Nurse will endeavour to present their claim to the Hospital within seven (7) days after the event, unless it was impossible for them to do so during this period.
- (i) The Hospital and the Union encourage Nurses and their family members, who have been impacted by violence in the workplace, to access the *Employee Family Assistance Program (EFAP)*, or similar services, for counselling and support to help victims and their families recover from such incidents.

#### **ARTICLE Q – THE SEXUAL ASSAULT AND DOMESTIC VIOLENCE PROGRAM**

- Q.01 For purposes of staffing on call hours at SMGH and CMH the rosters  
of  
Registered Nurses shall be combined effective April 1, 2001.
- Q.02 A schedule will be developed that incorporates all available hours at both Hospitals and all Registered Nurses on the roster. Such a schedule will incorporate the scheduling practices as per the collective agreements.
- Q.03 All Nurses affected shall remain employees of their respective site. Seniority and service shall accumulate with the respective Employer as per the ONA collective agreement.
- Q.04 Where it becomes necessary to increase the number of Nurses on the roster, the usual posting provision will be followed simultaneously at both Hospitals.
- Q.05 Selection of candidates will be based upon the ONA collective agreement. The Nurse so selected from either site shall remain an employee of their respective Hospital.
- Q.06 Where the roster is increased by adding Nurses from outside of the bargaining unit(s), such new hire will alternate between SMGH and CMH with the first hire after this agreement coming into place being at SMGH.

- Q.07 SMGH and CMH shall provide appropriate paid orientation time to the Nurses so affected, to permit them to function within both Hospitals as part of the Sexual Assault/Domestic Violence Team.
- Q.08 For purposes of WSIB, the Nurse shall be considered to be an employee of their respective Hospital, while performing work at either Hospital.
- Q.09 Nurses shall receive \$14.00 as a travel allowance when they are working at the Hospital that is not their Employer.

#### **ARTICLE R – ELECTRONIC GRIEVANCE FORMS**

- R.01 The Parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).
- R.02 The Parties agree that hard copies of the electronic form are valid for the purposes of Article 7 of the Hospital Central Agreement.
- R.03 Electronic grievances may be sent, via email, to the applicable Manager and copied to Human Resources, or the identified designate.
- R.04 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- R.05 The Union undertakes to get a copy of the electronic version signed by the grievor, and provide a copy to the Employer.
- R.06 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.

#### **ARTICLE S – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORMS**

- S.01 The Parties agree to use the electronic version of the ONA/OHA Professional Responsibility Workload Report Form (PRWRF) at Appendix 6 of the Hospital Central Agreement.
- S.02 The Parties agree that hard copies of the electronic PRWRF are valid for the purposes of Article 8 of the Hospital Central Agreement.
- S.03 Electronic PRWRFs may be sent, via email, to the applicable Manager or designate.
- S.04 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.

- S.05           The Union undertakes to get a copy of the electronic version signed by the employee(s), and provide a copy to the Employer.
  
- S.06           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.

Dated at Kitchener, Ontario, this 4th day of January, 2022.

**FOR THE HOSPITAL**

**FOR THE ASSOCIATION**

Sherri Ferguson

Sherri Ludlow  
Labour Relations Officer

Sheona Innes Koroman

Deanna Dowsett

Chris Hope

Jennifer Benedict

Rachel Romany

Therese Fournier

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

BETWEEN:

**ST. MARY’S GENERAL HOSPITAL**  
(The “Hospital”)

AND:

**ONTARIO NURSES’ ASSOCIATION**  
(The “Union”)

RE: Harassment and Discrimination

The Hospital and the bargaining unit shall establish a subcommittee of the Hospital Association Committee to review the Hospital’s Harassment and Discrimination Policies and Procedures in accordance with the letter of understanding attached to the Central Collective Agreement.

Dated at Kitchener, Ontario, this 4th day of January, 2022.

**FOR THE HOSPITAL**

**FOR THE ASSOCIATION**

Sherri Ferguson

Sherri Ludlow  
Labour Relations Officer

Sheona Innes Koroman

Deanna Dowsett

Chris Hope

Jennifer Benedict

Rachel Romany

Therese Fournier

**LETTER OF UNDERSTANDING**

BETWEEN:

**ST. MARY'S GENERAL HOSPITAL**  
(The "Hospital")

AND:

**ONTARIO NURSES' ASSOCIATION**  
(The "Union")

RE: Special Circumstances Arrangements

The Hospital and the Union agree to implement individual special circumstance schedules pursuant to Article 13.05 of the collective agreement. The Hospital and the Union agree that the intention of creating this type of schedule is primarily to assist Registered Nurses with identified special circumstances by reducing the Full-Time hours. The following conditions will apply:

- a) The positions will be granted on the approval of the Program Manager. Nurses are to apply individually, in writing, to their Unit Manager and the Union. The Union, the Program Manager and the Nurse will meet to discuss the individual needs and specifics of the arrangement.
- b) The Union and the Hospital agree that the additional hours of work created by these positions will be applied to the part time hours of the unit.
- c) In the event that the Registered Nurse affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately.
- d) It is agreed that Registered Nurses in these positions are not entitled to declare their availability for extra available work.
- e) Registered Nurses in these positions will discuss any change in circumstance with their Program Manager on a yearly basis. Each individual agreement will identify the term and the evaluation process.

Dated at Kitchener, Ontario, this 4th day of January, 2022.

**FOR THE HOSPITAL**

Sherri Ferguson

Sheona Innes Koroman

**FOR THE ASSOCIATION**

Sherri Ludlow

Labour Relations Officer

Deanna Dowsett

Chris Hope

---

Jennifer Benedict

---

Rachel Romany

---

Therese Fournier

---

---

---



**LETTER OF UNDERSTANDING**

BETWEEN:

**ST. MARY'S GENERAL HOSPITAL**  
(The "Hospital")

AND

**ONTARIO NURSES' ASSOCIATION**  
(The "Union")

RE: Full Time Dual Unit Position – Acute Pain and Wound Care

WHEREAS the Parties wish to provide a method of creating Full-Time positions for Nurses and require innovative methods to satisfy both staffing needs and retention and recruitment issues;

THE PARTIES AGREE AS FOLLOWS:

1. The Hospital will create and post a Full-Time shared position with the hours worked between the provision of Acute Pain and Wound Care;
2. As far as is practical, the Hospital will schedule this position in accordance with the Full-Time scheduling provisions of the Collective Agreement. The Parties understand and agree that scheduling may require the agreement of the incumbent Nurse to be scheduled with "split days off" and/or reduced hours between shifts, (specifically Appendix 5 Article E.03, E.04, L.01 (j), and L.02(m)) and such agreement once provided will remain in place while the incumbent Nurse holds this full time position and such scheduling shall not trigger overtime provision as provided by the aforementioned Collective Agreement provisions. This position will be considered Full-Time for all other purposes under the Collective Agreement.
3. The incumbent will receive orientation to both services and on an ongoing basis will receive the inservices provided to both areas;
4. The Hospital will provide that the incumbent will be assigned to the Surgical Program as their "home unit";
5. The Employee will request and have vacation approval from their home unit. The same will apply to statutory holidays;
6. This arrangement will have a trial period of six (6) months. If it is found that the arrangement is not satisfactory to either party, the employee will be returned to the position they most recently held, if it still exists, or may exercising their bumping provisions under the Collective Agreement if it does not. Any employees who

transferred as a result of the original vacancy will similarly be returned to their former positions; and

7. The Parties agree to review any ongoing issues that arise out of the development of this position.

Dated at Kitchener, Ontario, this 4th day of January, 2022.

**FOR THE HOSPITAL**

Sherri Ferguson

Sheona Innes Koroman

Chris Hope

Rachel Romany

**FOR THE ASSOCIATION**

Sherri Ludlow  
Labour Relations Officer

Deanna Dowsett

Jennifer Benedict

Therese Fournier

**LETTER OF UNDERSTANDING**

BETWEEN:

**ST. MARY’S GENERAL HOSPITAL**  
(The “Hospital”)

AND

**ONTARIO NURSES’ ASSOCIATION**  
(The “Union”)

RE: Automated Mass Call-In Process

The Parties agree that in the event of an automated mass call-in process, the following applies:

- i. For an immediate need to fill a shift within the next twelve (12) hours, employees will be allowed to respond within fifteen (15) minutes to the automated request, prior to the shift being awarded.
- ii. For a need to fill a shift within the next twenty-four (24) hours, employees will be allowed to respond within sixty (60) minutes to the automated request, prior to the shift being awarded.
- iii. For a need to fill a shift within the next ninety-six (96) hours, employees will be allowed to respond within twelve (12) hours to the automated request, prior to the shift being awarded.

The Parties agree that prior to implementing an automated call-in process for a need to fill a shift within the five (5) days or more, they will meet to determine a mutually agreed upon timeline and procedure.

Dated at Kitchener, Ontario, this 4th day of January, 2022.

**FOR THE HOSPITAL**

**FOR THE ASSOCIATION**

Sherri Ferguson

Sherri Ludlow  
Labour Relations Officer

Sheona Innes Koroman

Deanna Dowsett

Chris Hope

Jennifer Benedict

Rachel Romany

Therese Fournier

**LETTER OF UNDERSTANDING**

BETWEEN:

**ST. MARY’S GENERAL HOSPITAL**  
(The “Hospital”)

AND

**ONTARIO NURSES’ ASSOCIATION**  
(The “Union”)

RE: Critical Incident Reporting

The Parties hereby agree as follows:

1. Following awareness of a critical incident, in accordance with its responsibilities under the *Occupational Health and Safety Act*, the Hospital will notify the Union representative(s) designated by the Union from time to time;
2. Notification of such an incident will, barring exceptional circumstances, take place immediately following notification to the Ministry of Labour of the incident, and in no event will occur more than 24 hours after such incident is identified as being critical;
3. Notification will be done through a direct method such as email, phone call, or in-person conversation;
4. Notification provided to the Joint Health and Safety Committee will be done as required by the *OHSA*;
5. The Bargaining Unit President will have standing on the Joint Health and Safety Committee.

Dated at Kitchener, Ontario, this 4th day of January, 2022.

**FOR THE HOSPITAL**

**FOR THE ASSOCIATION**

Sherri Ferguson

Sherri Ludlow  
Labour Relations Officer

Sheona Innes Koroman

Deanna Dowsett

Chris Hope

Jennifer Benedict

Rachel Romany

Therese Fournier

**LETTER OF UNDERSTANDING**

BETWEEN:

**ST. MARY’S GENERAL HOSPITAL**  
(The “Hospital”)

AND

**ONTARIO NURSES’ ASSOCIATION**  
(The “Union”)

RE: Flexible Scheduling – Nurse Practitioner

Due to the nature of the work of the Nurse Practitioner (Registered Nurse – Extended Class – RNEC) there may be flexible scheduling of hours in accordance with their workload. The RNEC may adjust their schedule to compensate for the variations in the workload. Such flexible schedule will not result in premium pay under the scheduling provisions contained in the Central and Local Collective Agreements.

The RNEC who works in excess of seventy-five (75) hours bi-weekly approved by their manager shall have the option of electing payment at the applicable rate. Hours worked in excess of seventy-five (75) hours bi-weekly may also be taken as time in lieu at the rate of time and one-half at a time mutually agreeable to the RNEC and their manager.

Dated at Kitchener, Ontario, this 4th day of January, 2022.

**FOR THE HOSPITAL**

**FOR THE ASSOCIATION**

Sherri Ferguson

Sherri Ludlow  
Labour Relations Officer

Sheona Innes Koroman

Deanna Dowsett

Chris Hope

Jennifer Benedict

Rachel Romany

Therese Fournier

**LETTER OF UNDERSTANDING**

BETWEEN:

**ST. MARY'S GENERAL HOSPITAL**  
(The "Hospital")

AND

**ONTARIO NURSES' ASSOCIATION**  
(The "Union")

RE: Full Time MSICU/CVICU Composite Positions

WHEREAS the parties wish to provide a method of creating full-time positions for nurses and require innovative methods to satisfy both staffing needs and retention and recruitment issues;

AND WHEREAS eight (8) currently vacant part-time ONA positions will be utilized for the creation of four (4) full-time composite lines between MSICU and CVICU.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Hospital will create and post an additional four (4) full-time positions, with the hours worked between MSICU and CVICU.
2. The Hospital will schedule these positions in accordance with the full-time scheduling provisions of the Collective Agreement;
3. The incumbents will receive orientation to both units and on an ongoing basis will receive any in-services provided to both areas;
4. The Hospital will provide that the incumbents will be assigned to a "home unit". Two (2) positions will be assigned to MSICU, and two (2) will be assigned to CVICU. Assigned area of work for each shift will be noted on the posted six (6) week schedule. The Employee will not be assigned to the other clinical area without a minimum of three (3) scheduled days off;
5. The Employee will request and have vacation approval from their home unit. The same will apply to statutory holidays and/or lieu time. Any offer of overtime will follow the call-in process for full time within their home unit. All other collective agreement provisions apply.

Dated at Kitchener, Ontario, this 4th day of January, 2022.



**FOR THE HOSPITAL**

Sherri Ferguson

Sheona Innes Koroman

Chris Hope

Rachel Romany

\_\_\_\_\_

**FOR THE ASSOCIATION**

Sherri Ludlow  
Labour Relations Officer

Deanna Dowsett

Jennifer Benedict

Therese Fournier

\_\_\_\_\_