

COLLECTIVE AGREEMENT
APPENDIX OF LOCAL PROVISIONS

Between:

STRATHROY MIDDLESEX GENERAL HOSPITAL
(Hereinafter called the "Hospital")

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter called the "Union")

EXPIRY March 31, 2020

APPENDIX 3 - SALARY SCHEDULES**Classification - Registered Nurse**

| | Effective <u>April 1, 2018</u> | Effective <u>April 1, 2019</u> |
|----------|-----------------------------------|-----------------------------------|
| Start | \$32.66 | \$33.23 |
| 1 Year | \$32.81 | \$33.39 |
| 2 Years | \$33.36 | \$33.94 |
| 3 Years | \$35.00 | \$35.62 |
| 4 Years | \$36.66 | \$37.30 |
| 5 Years | \$38.72 | \$39.40 |
| 6 Years | \$40.80 | \$41.52 |
| 7 Years | \$42.89 | \$43.64 |
| 8 Years | \$45.94 | \$46.75 |
| 25 Years | \$46.76 | \$47.57 |

Classification – Registered Practical Nurse

| | Effective <u>April 1, 2018</u> | Effective <u>April 1, 2019</u> |
|---------|-----------------------------------|-----------------------------------|
| Start | \$25.83 | \$26.28 |
| 1 Year | \$26.26 | \$26.72 |
| 2 Years | \$26.94 | \$27.41 |
| 3 Years | \$27.64 | \$28.13 |
| 4 Years | \$28.34 | \$28.84 |
| 5 Years | \$29.00 | \$29.51 |

Graduate Nurses

Registered Nurse graduates and Registered Practical Nurse graduates will be paid ten percent (10%) less than the current start rate for their respective classification. Upon presenting proof of current registration by the College of Nurses of Ontario, the RN/RPN shall be paid the appropriate salary retroactive to the date of successfully passing the registration examination, or to the date of last hire, whichever is later.

Classification – Charge Nurse

| | Effective <u>April 1, 2018</u> | Effective <u>April 1, 2019</u> |
|-----------------|-----------------------------------|-----------------------------------|
| Start | \$34.69 | \$35.30 |
| 1 Year | \$34.84 | \$35.45 |
| 2 Years | \$35.39 | \$36.01 |
| 3 Years | \$37.03 | \$37.68 |
| 4 Years | \$38.68 | \$39.36 |
| 5 Years | \$40.75 | \$41.47 |
| 6 Years | \$42.83 | \$43.58 |
| 7 Years | \$44.92 | \$45.71 |
| 8 Years | \$47.97 | \$48.81 |
| 25 Years | \$48.78 | \$49.64 |

Clinical Nurse Specialist/Nurse Practitioner (Adult)

| | Effective <u>April 1, 2018</u> | Effective <u>April 1, 2019</u> |
|-----------------|-----------------------------------|-----------------------------------|
| Start | \$52.50 | \$53.42 |
| 1 Year | \$53.86 | \$54.81 |
| 2 Years | \$55.31 | \$56.28 |
| 3 Years | \$56.76 | \$57.76 |
| 4 Years | \$58.40 | \$59.42 |
| 25 Years | \$59.41 | \$60.45 |

APPENDIX 4 - SUPERIOR CONDITIONS

Seniority – Seniority for full-time registered nurses shall be separate and apart from seniority for full-time registered practical nurses. Seniority for part-time registered nurses shall be separate and apart from seniority for part-time registered practical nurses.

Job Posting – registered nurses only can apply for registered nurse positions; registered practical nurses only can apply for registered practical nurse positions.

Layoff and Recall – layoff and recall for registered nurses shall be separate and apart from layoff and recall for registered practical nurses.

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ARTICLE A – RECOGNITION

- A-1 The Hospital recognizes the Union as the bargaining agent of all registered and graduate nurses and all registered practical nurses employed in a nursing capacity by the Strathroy Middlesex General Hospital, (Middlesex County) save and except supervisor and persons above the rank of supervisor.
- A-2 Reference to nurses in the collective agreement will include all classifications of nurses unless otherwise outlined.

ARTICLE B - MANAGEMENT RIGHTS

- B-1 The Union recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital and without restricting the generality of the foregoing it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline nurses provided that a claim by a nurse that she/he has been disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the nurses;
 - (d) determine in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;
 - (e) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith; and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.
- B-2 These rights will not be exercised in a manner contrary to the terms of this Agreement.

ARTICLE C - UNION SECURITY

- C-1 The interview period provided for in Article 5.06 will be scheduled during the newly hired nurse's orientation period.
- A Representative of the Union, who is employed by the Hospital, will be allowed up to fifteen (15) minutes to meet new Nurses once during the Nurse's orientation period. Such Representative shall be designated by the Bargaining Unit President and shall advise, in writing, the Director of Human Resources. The Hospital shall advise the Bargaining Unit President and the designate of the names of the new

Nurses and of the date, time and location of orientation program that they will attend at least seven (7) days, wherever possible, prior to the meeting date.

ARTICLE D - ASSOCIATION COMMITTEES AND REPRESENTATIVES

D-1 The parties agree that nurse representatives and committee members will represent both full-time and part-time nurses. It is understood that the total number of nurses as nurse representatives or committee members shall not exceed the following:

(a) Union Representatives

There will be no more than five (5) nurse representatives with no more than one (1) from any one unit/area.

(b) Grievance Committee

In accordance with Article 6.02 (b), the Hospital will recognize a Grievance Committee of up to three (3) bargaining unit members. When a regular member is not available, she/he may be replaced by an alternate member who is appointed by the Union.

(c) Hospital-Association Committee

The Committee shall be composed of up to three (3) members in total, one of whom shall be the Bargaining Unit President with equal representation from the Hospital. When a regular member is not available, she/he may be replaced by an alternate member who is appointed by the Union. Any other person may attend by agreement of the parties.

The Hospital and the Association agree that the Hospital-Association Committee is the Committee to address the planning of professional development initiatives for nurses. This Committee shall satisfy all requirements as set out in Article 9 of the Collective Agreement.

(d) Negotiating Committee

There will be up to three (3) nurses one of whom shall be the Bargaining Unit President. No more than one (1) member shall be from any one (1) unit. Nurses on the Negotiating Committee shall be scheduled off on the night shift of the preceding day, and the evening and/or night shift of the actual negotiating day.

(e) Joint Health and Safety Committee

The Hospital will recognize at least two (2) bargaining unit member(s) of the Joint Health and Safety Committee. One (1) ONA member will be recognized as a certified worker pursuant to the Occupational Health and Safety Act. When a regular member is not available, she/he may be replaced by an alternate member who is appointed by the Union.

(f) Fiscal Advisory Committee

The Bargaining Unit President shall be the representative on this committee.

D-2 The Union will supply the Hospital with the names of its Representatives and any changes thereto.

D-3 The Bargaining Unit President will be paid at her/his regular straight time hourly rate for time spent in meetings arranged or requested by the Hospital which occur outside her/his scheduled hours of work. Such hours will be invisible for purposes of determining premium payments and will not be counted for purposes of determining eligibility for premium payment.

Notwithstanding the above the Bargaining Unit President will be scheduled with pay for a total of seven and half (7.5) hours per month for ten (10) months per calendar year (excluding July and August). It is understood that these hours are for the purpose of dealing with work of the Bargaining Unit President. These hours are to be booked in advance at a mutually agreeable time between the Hospital and the Bargaining Unit President.

ARTICLE E - SENIORITY

E-1 In accordance with Article 10.02, copies of the seniority lists shall be posted on February 1st and August 1st of each year. The seniority list will reflect the Nurse's main area of work.

A copy of the seniority list shall be filed with the Bargaining Unit President. Seniority lists will be available on the Hospital's intranet and a copy of the seniority list will be placed in the call-in binder on each unit.

E-2 In the event of any layoffs, an updated seniority list will be provided to the Bargaining Unit President.

ARTICLE F - HOURS OF WORK

F-1 Seven and One-Half (7 1/2) Hour Tours

The Hospital will endeavour to achieve and maintain the following objectives in the formulation of working schedules for seven and one half (7 1/2) hour tours:

- (a) The Hospital agrees that it will not schedule more than six (6) consecutive tours without the nurse's consent.
- (b) Schedules shall be posted four (4) weeks in advance and shall cover a six (6) week period. Requests will be submitted in writing four (4) weeks prior to the schedule being posted.
- (c) Four (4) days off shall be scheduled in a two (2) week period unless by mutual agreement.

- (d) There will be not less than a period of fifteen (15) consecutive hours scheduled off between shift changes unless mutually agreed otherwise.
- (e) There will be no split shifts scheduled.
- (f) The Hospital will endeavour to provide equitable distribution of shift work amongst nurses in a unit.
- (g) A nurse shall be entitled to a fifteen (15) minute rest period for each half (1/2) tour and thirty (30) minute unpaid meal period in each tour.
- (h) Nurses who are unable to report for their regular scheduled shift shall give the Hospital at least four (4) hours' notice for evenings and night shifts and at least one (1) hour's notice for the day shift except in the case of emergency. Notification shall be done in a manner as prescribed by the Hospital.

(applies to full-time only- (i))

- (i) There will not be less than a period of forty-eight (48) consecutive hours scheduled off following the night shift when changing the schedule to either the day shift or evening shift.
- (j) Nurses shall be scheduled three (3) weekends off in every six (6) weekends. Notwithstanding the above, the Hospital shall endeavour to provide every other weekend off.
- (k) A nurse working normal daily tours of seven and one half (7 ½) hours will receive premium pay for all hours worked on a third (3rd) consecutive weekend save and except where:
 - i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) such nurse has requested weekend work; or
 - iii) such weekend is worked as a result of exchange of shifts with another nurse.

For the purpose of this provision it is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday day or evening shift until the commencement of the Monday day or evening shift.

- (l) To ensure appropriate staffing, it may be necessary from time to time to change a nurse's schedule (e.g. from one day to another, or one shift to another). The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. The Hospital will notify nurses of any changes to their scheduled shifts as soon as possible by calling one main contact number provided to the unit by the staff member. Nurses are responsible for checking their phone messages; messages left on the nurse's answering machine/service will be considered as notification.

- (m) Premium pay shall be paid to the nurse for all shifts worked as a result of the hospital's failure to comply with F-1 (a), (d) and (i) except for those provisions which can be waived by mutual agreement.
- (n) The provisions of Article F-1 except where restricted to full-time only, will apply to casual part-time nurses who are pre-scheduled.

F-2

Extended Tours -Eleven and One-Quarter (11 ¼) Hour Tours

The Hospital will endeavour to achieve and maintain the following objectives in the formulation of working schedules for extended eleven and one quarter (11 ¼) hour tours:

- (a) Schedules shall be posted four (4) weeks in advance and shall cover a six (6) week period. Requests will be submitted in writing four (4) weeks prior to the schedule being posted.
- (b) No more than three (3) consecutive tours will be scheduled between days off.
- (c) There will be a period of not less than eleven and one quarter (11 ¼) consecutive hours off between scheduled tours.

(applies to full-time only – (d) & (e))

- (d) In any two (2) week period, at least two (2) consecutive days off will be scheduled.
- (e) Nurses shall be scheduled off three (3) weekends in a six (6) week schedule. Notwithstanding the above, the Hospital shall endeavour to provide every other weekend off.
- (f) A nurse working extended tours will receive premium pay for all hours worked on a third (3rd) consecutive weekend save and except where:
 - i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) such nurse has requested weekend work; or
 - iii) such weekend is worked as a result of exchange of shifts with another nurse.

For the purpose of this provision it is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday extended tour day shift until the commencement of the Monday extended tour day shift.

- (g) Nurses will be scheduled a minimum of forty-eight (48) hours off when changing from night tours to day tours.

- (h) Nurses who are unable to report for their regular scheduled shift shall give the Hospital at least four (4) hours notice for evenings and night shifts and at least one (1) hour notice for the day shift except in the case of emergency. Notification shall be done in a manner as prescribed by the Hospital.
- (i) To ensure appropriate staffing, it may be necessary from time to time to change a nurse's schedule (e.g. from one day to another, or one shift to another). The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. The Hospital will notify nurses of any changes to their scheduled shifts as soon as possible by calling one main contact number provided to the unit by the staff member. Nurses are responsible for checking their phone messages; messages left on the nurse's answering machine/service will be considered as notification.
- (j) Premium pay shall be paid to the nurse for all shifts worked as a result of the Hospital's failure to comply with Article F-2(b) and (c).
- (k) The provisions of Article F-2 except where restricted to full-time only, will apply to casual part-time nurses who are pre-scheduled.

F-3

Introduction and Discontinuation of Extended Tours

Extended tours shall be introduced into any unit when:

- i) Eighty per cent (80%) of the full-time/regular part-time nurses in the unit in the relevant classification who cast votes, so indicate by a supervised secret ballot; and
 - ii) The Hospital agrees to implement the extended tours; such agreement shall not be withheld in an unreasonably arbitrary manner.
- (b) Extended tours may be discontinued in any unit when:
- i) Eighty per cent (80%) of the full-time/regular part-time nurses in the unit in the relevant classification who cast votes so indicate by a supervised secret ballot; or
 - ii) the Hospital because of:
 - A) adverse effects on patient care; or
 - B) inability to provide a workable staffing schedule; or
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
 - iii) The Hospital because of ii) A or B or C states its intention to discontinue the extended tours in the schedule.

- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
 - i) where it is determined that the schedule will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

Guidelines for Voting

- (i) Two (2) different times will be designated for voting.
- (ii) There will be a closed ballot box.
- (iii) A printed list of all full-time-/regular part-time nurses in the unit will be drawn up. The nurse will sign his/her name when she/he has cast her/his ballot. All eligible nurses have the right to vote but may choose not to exercise this right.
- (iv) The Bargaining Unit President/or designate from the Union will be present at voting as will the Chief Nurse Executive (CNE)/or designate. These two (2) persons will be responsible to count the votes and to advise the staff of the outcome.
- (v) Ballots will be destroyed by the Chief Nurse Executive (CNE)/or designate and the Bargaining Unit President/or designate at the completion of ballot counting.

F-4

Ten Hour (10) Tours

The Hospital will endeavour to achieve and maintain the following objectives in the formulation of working schedules for ten (10) hour tours:

- (a) There will not be less than a period of twelve (12) consecutive hours between shifts worked by a nurse.
- (b) The Hospital will schedule no more than four (4) consecutive 9.375 hour days between days off.
- (c) Schedules shall be posted four (4) weeks in advance and shall cover a six (6) week period. Requests will be submitted in writing four (4) weeks prior to the schedule being posted.
- (d) 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 but including thirty-seven and one-half (37½) of paid relief time.

(applies to full-time only- (e) & (f))

- (e) In any two (2) week period, at least two (2) consecutive days off will be scheduled.

- (f) Nurses shall be scheduled off three (3) weekends in a six (6) week schedule. Notwithstanding the above, the Hospital shall endeavour to provide every other weekend off.
- (g) A nurse working extended tours will receive premium pay for all hours worked on a third (3rd) consecutive weekend save and except where:
 - i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) such nurse has requested weekend work; or
 - iii) such weekend is worked as a result of exchange of shifts with another nurse.

For the purpose of this provision it is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.

- (h) Nurses who are unable to report for their regular scheduled shift shall give the Hospital at least four (4) hours' notice for evenings and night shifts and at least one (1) hour notice for the day shift, except in the case of emergency. Notification shall be done in a manner as prescribed by the Hospital.
- (i) To ensure appropriate staffing, it may be necessary from time to time to change a nurse's schedule (e.g. from one day to another, or one shift to another). The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. The Hospital will notify nurses of any changes to their scheduled shifts as soon as possible by calling one main contact number provided to the unit by the staff member. Nurses are responsible for checking their phone messages; messages left on the nurse's answering machine/service will be considered as notification.
- (j) Premium pay shall be paid to the nurse for all shifts worked as a result of the Hospital's failure to comply with Article F-4 (a) and (b).
- (k) Requests for change of schedule working hours shall be done in accordance with F-8.
- (l) Overtime

For nurses working ten (10) hour tours, overtime shall be paid at the rate of time and one-half (1 1/2) the nurses' regular straight time hourly rate for all work performed in excess of 9.375 paid hours in a twenty-four (24) hour period.

F-5 Extended Tour 2D2N and Innovative Scheduling

The Hospital will endeavour to achieve and maintain the following objectives in formulation of working schedules for Extended tour 2D2N and innovative scheduling rotations:

(applies to full-time only)

- (a) Schedules shall be posted four (4) weeks in advance and shall cover a six (6) week period. Requests will be submitted in writing four (4) weeks prior to the schedule being posted.
- (b) Nurses will not be scheduled for more than forty-five (45) hours between days off unless otherwise agreed by the nurse.
- (c) Nurses shall be scheduled off at least six (6) full or partial weekends in an eighteen (18) week period.
- (d) Nurses who are unable to report for their regular scheduled shift shall give the Hospital at least four (4) hours notice for evenings and night shifts and at least one (1) hour notice for the day shift except in the case of emergency. Notification shall be done in a manner as prescribed by the Hospital.
- (e) To ensure appropriate staffing, it may be necessary from time to time to change a nurse's schedule (e.g. from one day to another, or one shift to another). The Hospital will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. The Hospital will notify nurses of any changes to their scheduled shifts as soon as possible by calling one main contact number provided to the unit by the staff member. Nurses are responsible for checking their phone messages; messages left on the nurse's answering machine/service will be considered as notification.
- (f) The normal 2D2N schedule shall be 1950 hours in a year. In order to achieve the 1950 hours an additional 33.75 hours, above the regular 2D2N scheduled hours, will be worked with mutual agreement in the course of the calendar year. This language may also apply to innovative schedules where mutually agreed to by the parties.

F-6 Introduction and Discontinuation of Ten (10) Hour Tours, Extended Tour 2D2N Rotations or Innovative Scheduling Rotations

The parties agree to adhere to the following process when implementing Ten (10) Hour tours, 2 Day/2 Night extended tour rotations, Innovative scheduling rotations or any other scheduling initiatives as may be applicable:

- (a) Scheduling initiatives will be implemented for trial when:
- i) The Hospital agrees to implement one of the above scheduling initiatives.
 - ii) The Hospital agrees that this agreement shall not be withheld in an unreasonable or arbitrary manner.
 - iii) Eighty percent (80%) of the full-time/regular part-time nurses in the unit in the relevant classification(s) who cast votes so indicate by a supervised secret ballot; and
 - iv) The Hospital agrees to provide the Union with space on the unit to conduct the vote.
 - v) The Hospital agrees to conduct joint Hospital and Union meetings with the nurses prior to the secret ballot to explain both the process and the implications of the scheduling initiative.

(b) Trial Period

There shall be a trial period of sixteen (16) weeks. The scheduling initiative will be evaluated jointly halfway through and at the end of the trial period. It is understood that the scheduling initiative may be terminated during the sixteen (16) week trial period if deemed to be unsatisfactory by the parties.

(c) Continuation

The scheduling initiative will be continued provided the Hospital agrees and eighty percent (80%) of the full-time/regular part-time nurses in the unit in the relevant classification(s) who cast votes so indicate by a supervised secret ballot. This vote will be conducted at the end of the trial period.

(d) Discontinuation

The scheduling initiative may be discontinued in the units when eighty percent (80%) of the full-time/regular part-time nurses in the unit in the relevant classification(s) who cast votes so indicate by a supervised secret ballot or by the Hospital for reasons of:

- i) Adverse effects on patient care; or
- ii) Inability to provide a workable staffing schedule; or
- iii) Where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.

The Hospital because of (i), (ii), or (iii) states its intention to discontinue the extended tours in the schedule.

- (e) 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 the discontinuation; and
 - ii) where it is determined that the scheduling initiative will be discontinued, affected nurses shall be given six (6) weeks' notice before the scheduling initiative is discontinued.

Guidelines for Voting

- (i) Two (2) different times will be designated for voting.
- (ii) There will be a closed ballot box.
- (iii) A printed list of all full-time-/regular part-time nurses in the unit will be drawn up. The nurse will sign his/her name when she/he has cast her/his ballot. All eligible nurses have the right to vote but may choose not to exercise this right.
- (iv) The Bargaining Unit President/or designate from the Union will be present at voting as will the Chief Nurse Executive (CNE)/or designate. These two (2) persons will be responsible to count the votes and to advise the staff of the outcome.
- (v) Ballots will be destroyed by the Chief Nurse Executive (CNE)/or designate and the Bargaining Unit President/or designate at the completion of ballot counting.

F-7

Master Rotations

Where a master rotation schedule is changed due to a permanent long-term layoff or the addition of new full-time positions or any other change deemed necessary by the Hospital, the Union and the nurses on the affected unit will be provided with thirty (30) days' notice that their master rotation may be amended. If the Union so requests, the Hospital will meet to discuss the reasons for the change.

Where a master rotation schedule is changed pursuant to the above, individual schedule rotations will be awarded on the basis of a balance of skill and experience.

F-8

Request for shift exchange

Nurses may request shift exchanges within the same posted period with nurses in the same job classification who have the knowledge, skills, and experience to meet the unit/departments requirements for care, (e.g. an RN qualified in OBS must exchange with another RN qualified in OBS) provided applicable departmental procedures are followed and the change does not result in a violation of the nurse's averaging agreement.

The Shift Request Form must be signed by both parties and approved by the Manager/designate at least two (2) business days in advance. Conformity with these scheduling provisions will be a consideration in deciding upon the request.

Shift exchanges shall not qualify for overtime premium.

It is understood that the Hospital reserves the right to require nurses to work certain shifts for the purposes of reorientation, training, education, and appraisal and that such requirements do not constitute unreasonable denial.

F-9 The night shift will be last shift of the day.

F-10 In Lieu of Overtime

(applies to full-time and regular part-time only)

Where a nurse has worked and accumulated approved hours for which she or he is entitled to be paid premium pay (other than hours relating to working on paid holidays) such nurse shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable premium rate. Compensating time off as provided for in Article 14.09 (in lieu of overtime) must be taken by the last pay in March of the current calendar year, or be paid out to the nurse on the last pay in March. It is agreed that the accumulation of overtime shall not exceed seventy-five (75) hours. All time in excess of seventy-five (75) hours will be paid to the nurse. Regular part-time nurses may use lieu of overtime when scheduled hours are below their regular commitment.

Once lieu time has been approved it shall not be cancelled by the Employer. Lieu time will be granted, after all vacation requests, Hospital needs have been considered, and subject to not incurring premium pay.

F-11 (applies to full-time and regular part-time only)

- (a) Each nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Years. In order to achieve this time off, the Union waives the scheduling provisions in Article F-1, F-2, F-4 and F-5 to accommodate this special arrangement between December 15 and January 15. This provision will not apply to areas where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays. The nurse will notify the Hospital by November 1 if she/he does not want to be scheduled five (5) consecutive days off.
- (b) Definition of Christmas to include Christmas Eve Day commencing at 0700 hours, Christmas Day, and Boxing Day. Definition of New Year's to include New Year's Eve Day commencing at 0700 hours and New Year's Day.
- (c) Nurses will yearly alternate Christmas and New Year's time off. The approved holiday schedule shall be posted no later than November 15. New nurses hired, shall be scheduled as needed and yearly thereafter, shall alternate.

F-12 (a) (applies to full-time only)

Where the nurse is unable to reach the Hospital for a shift due to inclement weather conditions which result in local road closures, the nurse shall have the option of using that tour as a vacation day or leave of absence without pay. Nurses with accrued overtime may elect to draw from their lieu bank on these occasions. It is understood the nurse would notify the Hospital as soon as possible of such inability to attend.

(b) (applies to part-time only)

Where the nurse is unable to reach the Hospital for a shift due to inclement weather conditions which result in local road closures, the day shall be considered a leave of absence without pay. Nurses with accrued overtime may elect to draw from their lieu bank on these occasions. It is understood the nurse would notify the Hospital as soon as possible of such inability to attend.

F-13 Regular Part Time Commitment

The predetermined basis upon which the commitment of a regular part-time nurse is made shall be as follows:

- (a) Available on a predetermined scheduled basis twelve (12) months of the year less earned vacation.
- (b) available to work three (3) weekends in six (6);
- (c) available to work all three (3) shifts (days, evenings and nights);
- (d) available to work at least three (3) scheduled seven and one half (7 1/2) hour tours per week or two (2) extended eleven and one quarter (11 1/4) hour tours per week or any combination up to forty-five (45) hours in a two (2) week period; and
- (e) available to work as scheduled over either the Christmas or New Year's period subject to Article F-11.
- (f) available for six (6) stat holidays two (2) of which when required by the Hospital will be those that fall between the dates of May 15 and September 15 of each year.
- (g) Regular part-time nurses who wish to be considered for additional shifts above their commitment must submit their availability in writing to their Manager by March 1 and September 1 each year. Such changes will take effect on the next posted schedule and will remain in effect until the nurse submits a new request as per the timelines immediately above. In the case of a nurse whose availability changes during the timeframes above due to unforeseen circumstances, the nurse will discuss such changes with her/his Manager. Such changes will be implemented upon mutual agreement and will be in effect for the remainder of the current six (6) month period.

A commitment that a regular part-time nurse must make as specified herein is not a guarantee that the nurse will be scheduled to work according to this commitment.

- F-14 (a) All regular part-time nurses on a unit will be scheduled, up to forty-five (45) hours in two (2) weeks on the basis of rotating seniority. All regular part-time nurses on a unit will be scheduled up to their committed tours before any casual part-time nurses are utilized.

The Hospital shall endeavour to provide an equitable distribution of shift work amongst nurses in a unit.

On occasion a regular part-time nurse may request in writing not to be scheduled for a particular day prior to the schedule being posted. Such request will be honoured in completing the schedule if at all possible.

- (b) Additional shifts that become available after the schedule is posted will be first offered to the regular part-time nurses who do not have their commitment filled and then to regular part-time nurses on the basis of rotating seniority who have indicated they are available for additional shifts.
- i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital;
 - ii) A tour will be deemed to be offered whenever a call is placed or message left;
 - iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;
 - iv) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made;
- (c) The parties agree that when tours become available on both days of the weekend, the Hospital will offer the tours on both days first to the nurse in line for the call who has made herself/himself available for both days by calling one main number provided to the unit by the nurse.
- (d) Once the Hospital has decided to schedule or call in a nurse and have exhausted all part-time nurses in a non-premium pay situation, the hours will then be offered to nurses in the same classification who possess the required skill and ability (e.g. triage training, OBS skills), in a premium pay situation in the following order:
- i) All full-time nurses on the unit on the basis of rotating seniority;
 - ii) All regular part-time nurses and job sharers on the unit by rotating seniority;
 - iii) All casual part-time nurses on the unit by rotating seniority.

Notwithstanding the above, where a full-time or regular part-time nurse had a scheduled shift cancelled and a need arises whereby the Hospital intends to call a nurse in for the same cancelled shift, the nurse who has had her/his shift cancelled, will be given the first opportunity to work that call-in shift provided she/he possess the required skill and ability (e.g. triage training, OBS skills) for the shift being offered.

F-15 Where part-time nurses are scheduled to work less than a normal seven and one-half (7½) hour tour, Article F applies in its entirety except as amended by the following:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than seven and one-half (7½) hours to a minimum (or to a reasonable level);
- (b) Shall not be scheduled for more than six (6) consecutive tours;
- (c) Nurses working shifts comprised of less than seven and one-half (7½) hours shall be granted a paid rest period.
- (d) Where the Hospital creates schedules which are comprised of tours of less than seven and one-half (7½) hours, for example, four (4) hours, five (5) hours, six (6) hours, etc or any variation or combination of such tours, a regular part-time employee who is required to work hours in excess of such scheduled tours of less than seven and one-half (7½) hours, shall receive overtime premium of one and one-half (1½) times her or his regular straight time hourly rate for those hours worked in excess of seven and one-half (7½) hours.

F-16 (a) For the purpose of shift differential:

- i) the evening shift is defined as 1500 hours to 2300 hours
- ii) the night shift is defined as 2300 hours to 0700 hours

(b) For the purpose of weekend premium, the weekend is defined as Friday 2300 hours to Sunday 2300 hours.

F-17 Stand By

- (a) The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on any unit.
- (b) Scheduled standby assignments will be distributed equitably amongst qualified 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 their standby assignments on the same basis as other shift exchanges in F-8.
- (d) A full-time nurse will not be scheduled for standby on a scheduled day off or scheduled on a weekend off, unless mutually agreed between the nurse and the Hospital.

- (e) The Hospital will provide six (6) beepers for the nurses on standby. The transfer of the beeper between staff shall be arranged by the nurses at no cost to the Hospital.
- (f) The Hospital will make available a room with a bed, toilet and sink.
- (g) Standby schedules will not be reassigned without consultation with the nurse whose schedule is being changed.
- (h) Standby will not be scheduled on a night before a scheduled day shift unless otherwise agreed to by the nurse.
- (i) Where 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 she or he does so by mutual agreement between the nurse and the Hospital.

F-18

Reassignment

In accordance with Articles 10.07 (g) and 10.08 (a) the parties agree that the manner in which reassignment of nurses from their area of assignment occurs as follows.

- (a) The Hospital shall request volunteers. In the event the Hospital receives multiple volunteers the most senior volunteer shall be given the opportunity to be reassigned first.
- (b) In the event the Hospital does not receive volunteers the least senior nurse shall be reassigned.

ARTICLE G - VACATIONS

G-1

- (a) The date for determining vacation entitlement under Article 16.01 shall be the nurse's anniversary date. For clarity, upon completion of the anniversary date and entitlement to a higher level of vacation entitlement, a nurse will commence accumulation of vacation entitlement (time and pay) at the higher level.
- (b) For scheduling purposes, the vacation year will be from April 1 to March 31 of the following year. Vacation is to be used in the year it is accrued.
- (c) A vacation planner showing the nurse's seniority ranking shall be posted no later than February 15 of each year. The nurse will indicate her/his 1st, 2nd, and 3rd preference for vacation for the period May 1 to October 31, no later than March 1.

A finalized vacation schedule will be posted by March 15.

A vacation planner showing the nurse's seniority ranking shall be posted no later than August 15 of each year. The nurse will indicate her/his 1st, 2nd, and 3rd preference for vacation for the period November 1 to April 30, no later than August 31.

A finalized vacation schedule will be posted by October 1.

- (d) In scheduling vacation requests, preference will be given to nurses in accordance with their seniority provided the nurse exercises this right by the date in (c) above, after which time vacation requests, which must be in writing, will be scheduled on a first come, first serve basis.

The Hospital shall grant a nurse carry over to a maximum of seventy-five (75) hours into the next vacation year.

Notwithstanding the above a nurse in extenuating circumstances may make a request prior to February 15th to the Director of Human Resources to carry over up to an additional thirty seven and a half (37.5) hours of vacation into the next vacation year provided that such additional hours are taken before July 1st. Such request shall not be unreasonably denied.

If no vacation allotment is indicated by the following January 15 the vacation will be scheduled by mutual agreement between the nurse and their supervisor. If there is no agreement, the supervisor will make the final decision.

Full time Nurses are required to submit vacation requests for only their scheduled day(s) of work.

All regular part-time Nurses shall be entitled to unpaid vacation time off equivalent to the vacation entitlement of full-time Nurses based on equivalent years of service, calculated pursuant to the formula set out in Article 16.03.

Vacation time that becomes available after the planner has been posted either through cancellation or the ability to offer additional time off will be offered to the nurses on the unit and approved based on any requests submitted in accordance to this provision or in the order the responses are received after the offer has been made.

Where the nurse has vacation approved prior to an approved transfer and such approved vacation conflicts with the approved vacation of a nurse on the new unit, then the Program Director/Manager/Designate will endeavour to accommodate the previously approved vacation of the transferring nurse.

- (e) The Hospital shall grant vacation requests subject to the staffing requirements of the Hospital.
- (f) Vacations will not normally be scheduled for the period from December 15 to January 15. However, the hospital will endeavour to grant vacations subject to the staffing requirements of the Hospital.

Note: Article G-1 (f) shall not apply to those normally scheduled to work Monday to Friday.

- (g) Vacations for regular part-time nurses will normally be granted in blocks of one or more consecutive weeks.

G-2 Full-Time Only

In the case of a nurse who has scheduled vacation of five (5) days or more, the Hospital will schedule the weekend off immediately prior to or following the vacation period and where possible, the Hospital will endeavour to schedule both the weekend off immediately prior to and following the vacation period.

- G-3 The Hospital may allow the utilization of single vacation days up to a maximum of ten (10) per year provided that the Nurse requests them at least two (2) weeks prior to the start of the draft schedule. The scheduling of such days will not impact on the vacations which have been approved in accordance with this Article. Vacation requests for full weeks or less than full weeks will have precedence over single day requests. Such requests shall not be unreasonably denied.

- G-4 The Hospital shall establish daily vacation quotas for each nursing unit/area which shall not be unduly restrictive. The quota will include only members of the bargaining unit and will be indicated on the unit vacation notice. The vacation quotas for each unit/area will be filed with the Bargaining Unit President prior to January 15 of each year.

- G-5 Prior to leaving on vacation, nurses shall request the date and time on which to report for work following the vacation if the schedule has not been posted for such date.

- G-6 The Hospital shall continue its practice of paying part time nurses vacation pay on each pay cheque.

ARTICLE H – PAID HOLIDAYS

- H-1 The designation of paid holidays under Article 15.01 are as follows:

| | |
|---------------------|-------------------|
| New Years' Day | Family Day |
| Good Friday | Victoria Day |
| Canada Day (July 1) | Civic Holiday |
| Labour Day | Thanksgiving Day |
| Remembrance Day | Christmas Day |
| Boxing Day | (1) Float Holiday |

Full-time nurses who have completed their probationary period will qualify for a Float Holiday on July 2 and those holidays will be scheduled between the Hospital and the nurse.

Note: Effective January 1, 2020.

The designation of paid holidays under Article 15.01 are as follows:

| | |
|---------------------|------------------|
| New Years' Day | Family Day |
| Good Friday | Victoria Day |
| Canada Day (July 1) | Civic Holiday |
| Labour Day | Thanksgiving Day |
| Remembrance Day | Christmas Day |
| Boxing Day | Easter Monday |

- H-2 Where a nurse is entitled to a lieu day as set out under Article 15.04 and 15.05, such days shall be scheduled at a mutually agreeable time within thirty (30) days prior to the holiday and thirty (30) days after the holiday or payment shall be made in accordance with Article 15.03.
- H-3 When a nurse is scheduled to work on a weekend to which a paid holiday is attached, the nurse will be scheduled to work the paid holiday, if required.
- When a nurse is scheduled off work on a weekend to which a paid holiday is attached, the nurse will be scheduled off on the holiday, if possible.
- H-4 The premium pay of time and one-half (1½) provided in accordance with Article 15.05 and 15.08 will be paid for all hours worked between 0001 hours and midnight on the paid holidays listed in Article H-1.

ARTICLE I – MISCELLANEOUS

- I-1 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and notices otherwise restricted to Union matters. All such notices must be signed by a member of the Union Executive/Contact Person and submitted to the Hospital Chief Executive Officer / or designee for approval prior to being posted. Such approval shall not be unreasonably denied.
- The bulletin board will be placed near the Occupational Health and Safety bulletin board.
- I-2 Where a nurse qualifies for a meal allowance, she or he will pick up the meal ticket from the in charge person.
- I-3 The Hospital shall forward to the President of the Local copies of job postings on the day they are posted.
- I-4 **Notification to Unsuccessful Job Applicants**
- The parties agree that any unsuccessful candidate for an ONA job position will be notified, in writing or by personal Hospital e-mail, if available, as soon as possible once the decision has been made and prior to the posting of the name of the successful candidate.
- I-5 **Retiree Benefits – Process for Payment**

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

The Hospital will notify the Union and all participating employees of the benefit premium rates upon commencement of benefits and whenever a change in premiums occurs.

I-6 Temporary Full-time Vacancies

Full-time employees may be considered for temporary full-time vacancies on the same basis as regular part-time employees for at Article 10.07 (d) of the Central Collective Agreement. Such full-time employee will continue to be classified as a full-time employee and covered by the provisions relating to full-time employees.

ARTICLE J – LEAVES

J-1 Prepaid Leave Plan

- (a) The maximum number of full-time nurses who may be absent at one time under the Prepaid Leave Plan shall be one (1).
- (b) The maximum number of part-time nurses who may be absent at one time under the Prepaid Leave Plan shall be one (1).

J-2 Leave for Association Business

As provided for in Article 11.02, the accumulated total of leave of absence of all nurses, including full-time and part-time nurses, shall be twenty-five (25) days during the calendar year and subject to the following conditions:

- (a) Where possible, the Association will notify the Hospital in writing at least four (4) weeks but not less than two (2) weeks in advance of the requested leave.
- (b) No more than three (3) nurses shall be absent at any one time of whom no more than one (1) shall be from any one unit or area.
- (c) The granting of leave shall be subject to the staffing requirements of the Hospital.

J-3 The Hospital agrees to grant leaves of absence without pay, to a nurse elected to the position of Local Coordinator. Such leave will be subject to the scheduling requirements of the Hospital and notice to the Hospital in writing two (2) weeks in advance of the requested leave, whenever possible.

ARTICLE K – JOB SHARING

K-1 If the Hospital agrees to a job-sharing arrangement, the following conditions shall apply unless otherwise agreed to by the parties:

- (a) Job Sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the unit supervisor or delegate.
- (c) The nurses involved in a job sharing arrangement will be classified as regular part-time.
- (d) Each job sharer may exchange shifts with her/his partner, as well as with other nurses as per the defined process under F-8.
- (e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- (f) Coverage
 - i) It is expected that both job sharers will cover each other's vacation and incidental illnesses. 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.
 - ii) In the event that one member of the job sharing arrangement goes on an extended leave of absence (e.g. maternity leave, parental leave, education leave) the coverage will be negotiated with the unit supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.
- (g) Implementation

Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the nurses considered, seniority shall govern providing the successful applicant, if any is qualified to perform the available work.
- (h) Any incumbent full-time nurse who has received approval to have her position changed to job sharing may do so without having her/his half of the position posted. The other half of the job sharing position will be posted and selection will be made on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the nurses considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work.

(i) If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the remaining nurse will revert to her or his former status. If the remaining nurse was previously full-time, the shared position will become her/his position. If the remaining nurse was previously part-time and there is no part-time position available on the same Unit, she or he shall exercise her or his layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted and selection will be made on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the nurses considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work.

(j) Discontinuation

Either party may discontinue the job sharing arrangement with thirty (30) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

Should a job sharing arrangement be discontinued and one of the job sharers is the original owner of the full-time position, this nurse will have the option of reverting to her/his full-time status or exercise her or his layoff bumping rights to obtain a regular part-time position. The other job sharer can exercise her or his layoff bumping rights to obtain a regular part-time position.

ARTICLE L – MODIFIED WORK

L-1 Where the nurse agrees, the Hospital will notify the Bargaining Unit President of the names of all Nurses off work due to a work related injury (whether or not the Nurses are in receipt of WSIB Benefits) and those on LTD by the fifteenth (15th) of each month. The report will show the Nurse off work as of the end of the previous month.

L-2 When it has been medically determined that a Nurse is unable to return to the full duties of her/his position due to a disability, the Hospital will notify and meet with Nurse, and with her/his permission the Bargaining Unit President or designate, and the Labour Relations Officer of the Ontario Nurses' Association, if available to discuss the circumstances surrounding the Nurses' return to suitable work. The meeting will occur prior to the Nurse returning to work on modified/light/alternate work and where possible, within five (5) days of the nurse being cleared to return to work. When the terms and conditions of the program have been agreed upon, the Hospital will confirm such terms and conditions to the Nurse with a copy to the Bargaining Unit President/Designate.

L-3 The Hospital and the Union recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanently disabled, to enable their early and safe return to work.

L-4

The Hospital and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Hospital, and to meeting the parties' responsibilities under the law.

To that end, the Hospital and the Union agree to cooperate in facilitating the return to work of disabled nurses. The Hospital and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.

A disabled nurse who has obtained medical clearance from her/his treating physician to return to work will provide the Employee Health Department with this verification of her/his ability to return to work including information regarding any restrictions. The Employee Health Department will advise the manager when she/he is cleared to return to work. It is understood that the Employee Health physician is not the treating physician for the disabled nurse.

When a returning nurse is in need of modified work or a permanent accommodation the Hospital will notify the Union.

In creating a return to work plan, Employee Health, the Manager and the Union will examine the disabled nurse's abilities and accommodation needs to determine if the nurse can return to her/his:

- (a) original position;
- (b) original unit;
- (c) original unit/position with modifications to the work area and/or equipment and/or the work arrangement;
- (d) alternate positions outside the original unit

Alternative Placements

- (a) Before posting, Employee Health and Human Resources will examine all potential vacancies to determine if they can be used to accommodate a disabled Nurse who requires accommodation but cannot return to her/his home unit.
- (b) If a vacancy is identified as suitable for accommodation purposes, Employee Health and Human Resources may recommend holding the position in consultation with the Union to determine:
 - i) whether the unit, after considering all factors including the number of accommodated Nurses in the unit, the operational needs of the unit, safety of Nurses working in the unit, alternative resources, can reasonably accommodate a Nurse.
 - ii) whether the posting of the position under the collective agreement between the parties may be waived.

- iii) whether a position outside of the bargaining unit may be an appropriate position for accommodating a Nurse.
- (c) When the parties agree to a permanent accommodation whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing the details of the accommodation.
- (d) In the event the accommodation placement is unsuccessful, the parties will meet to determine the next step.
- (e) The parties may agree to a written agreement for temporary accommodations of extended duration.
- (f) The home position of a Nurse requiring permanent accommodation may be posted under the following circumstances:
 - i) the Nurse is permanently accommodated in another position or arrangement.
 - ii) the weight of the medical evidence establishes that there is no reasonable prospect of a return to her/his original position in the foreseeable future.
 - iii) the Hospital may elect to fill the disabled Nurse's home position on a temporary basis. Filling of such a position would be as per the Central Collective Agreement, Article 10.07 (d).
- (g) Filling of a disabled Nurse's home position does not remove the Hospital's duty to accommodate that Nurse.

L-5 Where a nurse, has provided to the Hospital notification of the ability to Return to Work with accommodations/modifications, the nurse will be provided with a copy of the Employer Modified Work Policy.

L-6 The nurse agrees to provide the Hospital with a copy of the WSIB Form 6 at the same time it is sent to the Board.

ARTICLE M- NEEDLETICK AND SHARPS INJURIES

M-1 The Hospital, in consultation with the Joint Health and Safety Committee (JHSC), shall develop, implement and monitor a program for the prevention of needle stick and sharp injuries and the treatment of such injuries should they occur. The program should include and address nurse training and education with respect to needle stick and sharps injury prevention, and provide for the maintenance of a needle stick/sharps injuries log to detail incidents. The program shall be evaluated annually by the Hospital in consultation with the Joint Health and Safety Committee (JHSC).

ARTICLE N – MUSCULOSKELETAL INJURY PREVENTION AND CONTROL

- N-1 The Hospital in consultation with the Joint Health and Safety Committee (JHSC) shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices, and training for the health and safety of nurses.
- N-2 At least once a year the musculoskeletal prevention and control measures, procedures, practices, equipment, proper lifting techniques and training shall be reviewed and revised in the light of current knowledge and practice.
- N-3 The review and revision shall be done more frequently than annually if,
- (a) the Hospital, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or
 - (b) there is a change in circumstances that may affect the health and safety of a nurse.
- N-4 The Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all nurses during a new nurse's orientation and thereafter as required.

ARTICLE O – VIOLENCE IN THE WORKPLACE

- O-1 Violence in the Workplace
- (a) Violence shall be defined as any incident in which a nurse is threatened or assaulted during the course of their employment. This includes the application of force, threats with or without weapons, as well as severe verbal abuse. The Hospital agrees that such incidents will not be condoned in the workplace. Any nurse who encounters such acts of violence in the workplace shall verbally report the incident to hers/his supervisor immediately and complete an Unusual Occurrence Report, whether experienced directly by the nurse or if witnessed as an incident involving another nurse.
 - (b) The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Occupational Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations. These policies and procedures shall be communicated to all nurses.
 - (c) The Hospital will ensure that there is a procedure to report all incidents of violence to the Joint Occupational Health and Safety Committee.
 - (d) The Hospital will ensure that all reports of assaults resulting in injury are reported to the Workplace Safety and Insurance Board (WSIB) in accordance with WSIB policy.
 - (e) The Hospital will notify the Union in writing of all incidents related to violence within four (4) days. For critical injuries the employer will notify

the Union immediately and in writing within forty-eight (48) hours. Such notices will contain all of the information prescribed in Section 5 of the Health Care Regulation.

- (f) The Hospital shall provide for reasonable repair or replacement cost for damage to a nurse's personal belongings (clothing, watch, glasses, contact lenses and prosthesis; jewellery is excluded with the exception of plain wedding bands) directly attributed to an assault while performing her/his work. It is understood that reimbursement shall be subsequent to completion of a Hospital Unusual Occurrence Report and the nurse's provision of a receipt. The nurse will endeavour to present her or his claim to the Hospital within seven (7) days after the event, unless it was not possible for her or him to do so during this period.
- (g) The Hospital agrees to provide training and information on the prevention of violence to all nurses who come into contact with potentially aggressive persons. The training will be done during a new nurse's first three (3) months of work and updated as required.
- (h) The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse of nurses will be condoned in the workplace. Any nurse who believes the situation to be abusive shall report this to their immediate supervisor who will make every reasonable effort to rectify the abusive situation.
- (i) The assaulted nurse may choose to have her or his name remain confidential. Such information shall be provided to the Union in writing as soon as possible. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.

ARTICLE P – CLINICAL NURSE SPECIALIST/NURSE PRACTITIONER (Adult)

- P-1 The Clinical Nurse Specialist/Nurse Practitioner (Adult) will self-schedule to a flexible Monday to Friday work schedule based on both patient needs and the operational needs of the Hospital. The number of hours worked will average thirty-seven and one half (37.5) hours per week, or 75 hours biweekly.

SIGNING PAGE

Dated at London, Ontario, this 12th day of November 2018

FOR THE EMPLOYER

FOR THE UNION

Rosemary Frketich

Matthew Stout
Labour Relations Officer

Jennifer Rascao

Jaime Moniz

Tracy Wintermute

Darrin Ackworth

Anne Hoefnagels

Marianne Lewis

LETTER OF UNDERSTANDING

Between:

STRATHROY MIDDLESEX GENERAL HOSPITAL
(Hereinafter referred to as “the Hospital”)

And:

ONTARIO NURSES’ ASSOCIATION
(Hereinafter referred to as “the Union”)

Re: Self-Scheduling Of Standby For The O.R.

1. Nurses working on units with existing standby assignments shall be permitted to self-schedule standby assignments amongst qualified nurses according to the hours pre-determined by the Hospital.
2. Standby assignments shall be completed within seven (7) days of the posted schedule.
3. Nurses shall be permitted to exchange their standby assignment on the same basis as other shift exchanges in F-8.
4. Nurses shall not schedule themselves for more than five (5) consecutive standby tours.
5. Nurses shall not be reassigned without consultation with the nurse whose schedule is being changed.
6. The scheduling of standby assignments by the nurse will not result in premium pay.

Dated at London, Ontario, this 12th day of November 2018

FOR THE EMPLOYER

FOR THE UNION

Rosemary Frketich

Matthew Stout
Labour Relations Officer

Jennifer Rascao

Jaime Moniz

Tracy Wintermute

Darrin Ackworth

Anne Hoefnagels

Marianne Lewis

LETTER OF UNDERSTANDING

Between:

STRATHROY MIDDLESEX GENERAL HOSPITAL
(Hereinafter referred to as "the Hospital")

And:

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

Re: 7.5 Hour Tours

It is agreed that no part-time nurse will be scheduled solely on tours of less than seven and one-half (7½) hours in any pay period except where such arrangements are requested by the nurse or except in units of the hospital where the routine hours of operation are less than seven and one-half (7½) hours.

Dated at London, Ontario, this 12th day of November 2018

FOR THE EMPLOYER

FOR THE UNION

Rosemary Frketich

Matthew Stout
Labour Relations Officer

Jennifer Rascao

Jaime Moniz

Tracy Wintermute

Darrin Ackworth

Anne Hoefnagels

Marianne Lewis

LETTER OF UNDERSTANDING

Between:

STRATHROY MIDDLESEX GENERAL HOSPITAL
(Hereinafter referred to as "the Hospital")

And:

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

Re: Excess Hours Of Work

The Parties acknowledge that from time to time:

- (i) Employees may work hours in excess of eight (8) hours in a work day or in excess of the hours in a regular work day where the regular work day is more than eight (8) hours.
- (ii) Employees may work hours in excess of forty-eight (48) hours in a work week.

The Parties hereby agree in accordance with Sections 17, 18 and 19 of the *Employment Standards Act, 2000*, that such excess hours may be worked subject to the following:

1. The total daily hours worked, including regular and excess hours, will not exceed thirteen (13) hours per work day and the total weekly hours worked, including regular and excess hours, will not exceed sixty (60) hours per week (except where there are exceptional circumstances for working beyond these limits in accordance with Section 19 of the *Employment Standards Act, 2000*).
2. A work week is defined as the Hospital's pay week in effect at the time.
3. Excess daily and weekly hours are subject to overtime payment in accordance with the Collective Agreement and the Letter of Understanding signed March 19, 2018 and Section 22 of the *Employment Standards Act, 2000*.
4. This Letter of Understanding does not violate Article 13.01(e) of the Central Agreement.
5. This agreement will continue in effect for the life of this agreement unless it is revoked by either party upon two (2) week's written notice to the other party.

Dated at London, Ontario, this 12th day of November 2018

FOR THE EMPLOYER

FOR THE UNION

Rosemary Frketich

Matthew Stout
Labour Relations Officer

Jennifer Rascao

Jaime Moniz

Tracy Wintermute

Darrin Ackworth

Anne Hoefnagels

Marianne Lewis

LETTER OF UNDERSTANDING

Between:

STRATHROY MIDDLESEX GENERAL HOSPITAL
(Hereinafter referred to as “the Hospital”)

And:

ONTARIO NURSES’ ASSOCIATION
(Hereinafter referred to as “the Union”)

Re: Extended Tour – Overtime Pay

The parties hereby agree that, for purposes of entitlement to overtime pay, the hours of work will be averaged over a period of up to six (6) weeks for full-time employees and over the bi-weekly pay period for part-time employees, except that when a part-time employee fills a temporary full-time vacancy her/his hours of work will be averaged over the same period as for full-time employees.

Dated at London, Ontario, this 12th day of November 2018

FOR THE EMPLOYER

FOR THE UNION

Rosemary Frketich

Matthew Stout
Labour Relations Officer

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Jaime Moniz

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LETTER OF UNDERSTANDING

Between:

STRATHROY MIDDLESEX GENERAL HOSPITAL
(Hereinafter referred to as “the Hospital”)

And:

ONTARIO NURSES’ ASSOCIATION
(Hereinafter referred to as “the Union”)

Re: One South Unit Innovative 2D2N Extended Tour Registered Nurse (RN) and Registered Practical Nurse (RPN) Full-Time Schedules & Introduction of Charge Nurse Classification

WHEREAS the parties agree to explore Innovative Unit Scheduling for both Registered Nurses (RNs) and Registered Practical Nurses (RPNs) on the One South Unit;

AND WHEREAS the Employer has increased the number of hours that RNs will be assigned the duties of Charge Nurse on One South;

AND WHEREAS the Employer agrees to post one (1) additional full-time RPN position and one (1) regular part-time RN position {for a total of five (5) RN part-time positions} on One South;

AND WHEREAS the above changes shall not reduce RN and RPN regular part-time hours;

NOW THEREFORE in accordance with Articles 13 and F the parties hereby agree to the following terms and conditions regarding the above noted schedules on a without prejudice and/or precedent basis to any other matter.

1. RN and RPN schedules shall be separate.
2. Notwithstanding the 2D2N rotation the master rotation schedule may at times be DDDN and all Collective Agreement provisions to 2D2N shall apply to both the full-time RN and RPN schedules.
3. Two (2) permanent full-time RN Charge Nurse positions shall be created, posted and assigned to One South;
 - a) Charge Nurse Incumbent’s shall work normal daily extended tours and shall be scheduled straight days only including weekends and holidays.
 - b) Charge Nurses shall not be assigned Charge Duties on or for any other unit.
 - c) The Employer shall assign responsibilities as per Article 19.04 (d) to other full-time and part-time Registered Nurses when neither of the two (2) Charge Nurses are available or when Charge Nurses are on a leave of absence.

4. The process for selection of the full-time Charge Nurses, full-time RNs and full-time RPN lines shall take place separately as follows:
- a) The Manager shall provide all Charge Nurses, RNs and RPNs the opportunity to submit interest to work a line on their respective schedules. Such interest will be expressed in writing.
 - b) Individual requests for specific lines on the Schedule shall be granted by seniority.

Dated at London, Ontario, this 12th day of November 2018

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING

Between:

STRATHROY MIDDLESEX GENERAL HOSPITAL
(Hereinafter referred to as "the Hospital")

And:

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

Re: Two South Unit Innovative 2D2N Extended Tour Registered Nurse (RN) and Registered Practical Nurse (RPN) Full-Time Schedules & Introduction of Charge Nurse Classification

WHEREAS the parties agree to explore Innovative Unit Scheduling for both Registered Nurses (RNs) and Registered Practical Nurses (RPNs) on the Two South Unit;

AND WHEREAS the Employer has increased the number of hours that RNs will be assigned the duties of Charge Nurse on Two South;

AND WHEREAS the Employer agreed to post one (1) additional full-time RPN position on Two South;

NOW THEREFORE in accordance with Articles 13 and F the parties hereby agree to the following terms and conditions regarding the above noted schedules on a without prejudice and/or precedent basis to any other matter.

1. RN and RPN schedules shall be separate.
2. All Collective Agreement provisions to 2D2N shall apply to both the full-time RN and RPN master schedules.
3. The RN master schedule shall also include one (1) full-time line where the incumbent shall work a normal daily extended tour and all Collective Agreement provisions related to Extended Tours shall apply.
4. Two (2) permanent full-time RN Charge Nurse positions shall be created, posted and assigned to Two South.
 - a) Charge Nurse's shall be compensated in accordance with the Charge Nurse grid as per Appendix 3.

- b) Charge Nurse Incumbent's shall work normal daily extended tours and shall be scheduled straight days only including weekends and holidays.
 - c) Charge Nurses shall not be assigned Charge Duties on or for any other unit.
 - d) The Employer shall assign responsibilities as per Article 19.04 (d) to other full-time and part-time Registered Nurses when neither of the two (2) Charge Nurses are available or when Charge Nurses are on a leave of absence.
5. The process for selection of the full-time Charge Nurses, full-time RNs and full-time RPN lines shall take place separately as follows:
- a) The Manager shall provide all Charge Nurses, RNs and RPNs the opportunity to submit interest to work a line on their respective schedules. Such interest will be expressed in writing.
 - b) Individual requests for specific lines on the schedule shall be granted by seniority.

Dated at London, Ontario, this 12th day of November 2018

FOR THE EMPLOYER

FOR THE UNION

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LETTER OF UNDERSTANDING

Between:

STRATHROY MIDDLESEX GENERAL HOSPITAL
(Hereinafter referred to as "the Hospital")

And:

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

Re: One (1) full-time composite position in Nursing Administration, SDC/PACU and O.R./PACU

In accordance with Articles 13.03 the parties hereby agree to the following terms and conditions regarding the above noted schedule;

1. The incumbent shall be scheduled one (1) shift in SDC/PACU and (1) one shift in O.R./PACU in a biweekly pay period. The remainder of the hours shall be self-scheduled between Monday to Friday in Nursing Administration. The number of hours worked will average thirty-seven and one half (37.5) hours per week, or 75 hours biweekly and shall total 1950 scheduled hours per calendar year.
2. The incumbent's home unit shall be Nursing Administration.
3. All Collective Agreement provisions shall apply including but not limited to all general scheduling regulations and the scheduling regulations specific to normal daily tours (7.5 hours) except as agreed, amended or modified by the following:
 - (A) It is understood that the incumbent shall meet his/her proportion of standby/call-back duty for the O.R./PACU.
 - (B) It is also understood that the incumbent shall be offered premium pay shifts in both respective SDC/PACU and O.R./PACU units after exhausting both F-14 (d) i) and ii) but before shifts are offered under F-14 (d) iii).
4. In addition to the above either party (the Union or the Employer) may discontinue this Innovative schedule by giving the other party sixty (60) days' notice in writing. Once notice is received, the parties will meet to discuss the reasons for the notice, opportunity to resolve issues of concern, how, when and what scheduling will be implemented in place of the Innovative Scheduling and any other relevant details necessary.
5. This Letter of Understanding is agreed upon on a without prejudice basis to any other or future composite position(s) and to any other matter.

Dated at London, Ontario, this 12th day of November 2018

FOR THE EMPLOYER

FOR THE UNION

Rosemary Frketich

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LETTER OF UNDERSTANDING

Between:

STRATHROY MIDDLESEX GENERAL HOSPITAL
(Hereinafter referred to as "the Hospital")

And:

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

Re: One (1) full-time composite position in Nursing Administration and Endo

The parties hereby agree to the following terms and conditions regarding the above noted schedule;

1. The incumbent shall be scheduled two (2) shifts in Endo and eight (8) shifts in a biweekly pay period between Monday to Friday in Nursing Administration.
2. The incumbent's home unit shall be Nursing Administration.
3. All Collective agreement provisions shall apply including but not limited to all general scheduling regulations and the scheduling regulations specific to normal daily tours (7.5) hours.
4. This Letter of Understanding is agreed upon on a without prejudice basis to any other or future composite position(s) and to any other matter.

Dated at London, Ontario, this 12th day of November 2018

FOR THE EMPLOYER

FOR THE UNION

Rosemary Frketich

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