

## **COLLECTIVE AGREEMENT**

Between:

**THE LISTOWEL MEMORIAL HOSPITAL**  
(Hereinafter called the "Hospital")

And

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

Expiry date: March 31, 2023

**APPENDIX 3- SALARY SCHEDULES****REGISTERED NURSE**

	<u>Effective</u> <u>April 1, 2021</u>	<u>Effective</u> <u>April 1, 2022</u>
Start	\$33.90	\$34.24
1 Years	\$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

**Clinical Resource Nurse**

It is agreed that as of April 14, 2014 there are no incumbents in this classification. In the event the classification is posted the parties will proceed under Article 19.08 of the collective agreement with respect to a salary grid.

**Clinical Nurse Leader**

	<u>Effective</u> <u>April 1, 2021</u>	<u>Effective</u> <u>April 1, 2022</u>
Start	\$37.25	\$37.59
1 Years	\$37.41	\$37.75
2 Years	\$37.97	\$38.32
3 Years	\$39.69	\$40.05
4 Years	\$41.40	\$41.78
5 Years	\$43.54	\$43.94
6 Years	\$45.71	\$46.13
7 Years	\$47.87	\$48.32
8 Years	\$51.04	\$51.52
25 Years	\$51.88	\$52.37

Nurses working as Clinical Nurse Leaders receive payment for each hour paid associated with the role (vacation, sick, paid leave, etc.)

The above rates represent the RN wage rate contained in the Collective Agreement plus \$3.35 and shall be paid for each hour paid. In the event the parties negotiate an increase related to Article 19.04(d) of the Collective Agreement this \$3.35 will be increased by the same amount.

**APPENDIX 4- SUPERIOR BENEFITS**

SUPERIOR BENEFITS AWARDED BY THE CENTRAL  
ARBITRATION AWARD DATED OCTOBER 23, 1981

Clause #  
Central Award      Applicable Clause from existing Collective  
Agreement 1978-1980

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**APPENDIX 5- LOCAL PROVISIONS**

To The

**COLLECTIVE AGREEMENT**

Between:

**THE LISTOWEL MEMORIAL HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

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## **ARTICLE A - RECOGNITION AND DEFINITIONS**

- A-1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses engaged in nursing care by The Listowel Memorial Hospital, save and except Managers and persons above the rank of Managers.
- A-2 The word "nurses", when used in this Agreement, shall mean persons included in the above-described bargaining unit.
- A-3 "Regularly employed by the Hospital for less than the regular hours per week" shall be deemed to include permanent and temporary part-time staff, who may work on a full-time basis for a pre-determined period, and to exclude nurses covered by the Agreement between the Parties hereto covering full-time nurses.

## **ARTICLE B - MANAGEMENT RIGHTS**

- B-1 The Union recognizes that the management of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay off, recall, and suspend or otherwise discharge or discipline nurses, provided that a claim of discipline without cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) determine, in the interest of efficient operation and high standards of service, job rating, and classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service;
  - (d) 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;

- (e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the nurses which are not inconsistent with the provisions of this Agreement.

B-2 These rights shall not be exercised in a manner inconsistent with the provision of this Agreement.

**ARTICLE C - UNION REPRESENTATIVES AND COMMITTEES**

C-1 Nurse Representatives

There shall be three (3) nurse representatives as follows, and they shall represent both full-time and part-time employees:

Medical/Surgical -	one
ER/OR/Ambulatory Care -	one
Obstetrics -	one

C-2 Negotiating Committee

There shall be a Negotiating Committee composed of three (3) nurses, one (1) of whom shall be a part-time nurse.

C-3 Grievance Committee

There shall be a Grievance Committee composed of three (3) nurses, one (1) of whom may be a part-time nurse.

Members of the Grievance Committee are scheduled to work the day shift on a day of second step grievance meeting.

C-4 Professional Development Committee

There will be equal numbers representing the Bargaining Unit and Management.

C-5 Hospital-Association Committee

The Hospital/Association Committee shall be composed of equal numbers representing the Bargaining Unit and Management. The membership of this Committee may be expanded by mutual consent.

The Hospital will endeavour to hold Hospital/Association Committee meetings requiring the attendance of the Bargaining Unit President during the Bargaining Unit President's scheduled day shift. Where this is not

possible, the Hospital agrees to pay the Bargaining Unit President or designate at straight time rates for attendance at such meetings.

The Bargaining Unit President, or designate, will identify to the Hospital at each Hospital/Association Committee Meeting those committee members who require payment under Article 6.03 (e) of the central Collective Agreement.

C-6 Union Interview

The Union interview as provided for in Article 5.06 shall take place on the Employer's premises during each employee's probationary period. The Bargaining Unit President will be given notice of any new hires and their dates of orientation so they may arrange for an interview. Notice of changes of status of nurses will also be provided.

C-7 The Employer will pay the Bargaining Unit President or designate at her regular straight time hourly rate for all time spent attending meetings at the request of the Employer outside her regularly scheduled hours.

In addition, the Hospital will pay the Bargaining Unit President four (4) hours per month at her straight time hourly rate for time spent dealing with issues involving the Collective Agreement and/or discussions with management.

It is understood that the Bargaining Unit President will be reasonably available to the Employer, on their scheduled time off, for consultation or attendance at meetings.

**ARTICLE D - SENIORITY LIST**

D-1 A copy of the full-time, regular part-time and casual part-time seniority lists will be provided by January and July (inclusive of the final pay period in December and July inclusive of the final pay period in June) of each calendar year with 1 copy of each forwarded to the Bargaining Unit President.

**ARTICLE E - LEAVE OF ABSENCE FOR UNION BUSINESS**

E-1 Leave of absence for Union business shall be given up to an aggregate maximum for all employees of forty (40) days during any calendar year, provided adequate notice is given. It is agreed that not more than two (2) nurses shall be absent on such leave at the same time.

Replies to requests for leaves of absence shall be given within ten (10) days, or earlier if required, of receipt of the request.

- E-2 The Hospital agrees to grant leaves of absence without pay, to nurses elected to the position of Local Coordinator. Subject to reasonable notice, it is understood and agreed that a Local Coordinator shall be granted such leave(s) as they may require fulfilling the duties of the position.
- E-3 If the Union leave days fall on scheduled days off, then alternate days off will be scheduled by the Hospital provided two (2) weeks' notice has been given.

## **ARTICLE F - HOURS OF WORK – SCHEDULING**

### **F-1 General Scheduling Provisions**

- (a) All Schedules shall be posted no later than seventeen (17) days in advance and shall cover the same nine (9) week period. The summer schedule including July, August and the week of September which includes Labour Day will be posted by May 15<sup>th</sup>. The schedule for the Christmas/New Year's period, up to the end of the week which includes January 15<sup>th</sup>, will be posted by November 1<sup>st</sup>. It is understood that the schedule duration may be adjusted to meet the posting requirements contained in this provision for the summer and Christmas periods.
- i) Requests for time off will be submitted at least fourteen (14) days in advance of the schedule being posted. Requests will not be unreasonably denied.
- ii) The Employer will post schedules as soon as possible on the day of posting, and will endeavour to post complete schedules.
- (b) The first shift of the day will be the day shift, commencing at 0700.
- (c) For the purpose of Article 14.15 the parties agree to a forty-eight (48) hour period between 2300 hours Friday and 2300 hours Sunday.
- (d) No split shifts shall be scheduled.
- (e) An employee who requests to work a specific tour (except the day tour) on a permanent basis shall be granted such request whenever possible. However, all such employees may be assigned to the day



shift from time to time for training, development, reorientation, and evaluation purposes.

If an employee working a permanent shift requests to return to rotating shifts, such request will not be unreasonably denied.

If an employee leaves a permanent shift rotation for any reason, or where an employee is displaced from a permanent shift rotation in a long term layoff, the permanent shift rotation will be reverted to a rotating shift position. The Employees on the affected unit will receive ninety (90) days' notice that their master rotations may be amended. The Hospital will attempt to revise the unit schedules with as little disruption to current master rotations as possible. Any conflicts related to choice of rotations will be settled by seniority.

- (f) (Applies to nurses working both the Regular and Extended Tour)

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

- (g) Master Rotation

(applies only to full-time working either the regular or extended tour only)

Individual lines on a master rotation shall not be changed without prior discussion between the employee affected and her immediate supervisor. Where an employee has complained to her Manager about a schedule and the Union requests a copy of the applicable schedule, the Manager shall provide a copy to the Union.

Any time a new master rotation is created full-time employees on the unit will determine which line in the master rotation they will assume in order of seniority.

If at any time an employee scheduled on a master rotation leaves their rotation for a reason such as permanent transfer, retirement, or termination of employment resulting in a permanent vacancy that the Employer intends to fill and provided the master rotation is not changing, full-time employees on the unit may express an interest in that line during the posting period.

Employees' selection of lines on the master rotation will not be unreasonably denied.

- (h) Subject to the approval of the Employer, employees may mutually agree to exchange shifts. The shift exchange form shall be submitted at least three (3) days in advance prior to the exchange and must be co-signed by the respective nurses. Employer will review such request within 48 hours from when the request is received. A request will be deemed approved once it is updated in the scheduling system. If the exchange is denied, the parties will be notified. Such exchange shall not result in premium or overtime payment by the Employer.
- (i) Prior to altering the starting or finishing times in any unit, or prior to introducing different tours on a unit, the Bargaining Unit President shall be notified and the employees in the unit consulted for input and comments.
- (j) Christmas/New Year's Scheduling

The Hospital will endeavour to schedule nurses off work at either Christmas or New Year's on an alternating basis year to year. Nurses will be entitled to be scheduled for not less than five (5) consecutive days off at either time. Definition of Christmas to include Christmas Eve, Christmas Day, and Boxing Day. Definition of New Year's season to include New Year's Eve and New Year's Day. The normal scheduling conditions in F-2 (c), F-4 (i) i), F-5 (b), and F-6 (b) may be waived to accommodate this special arrangement between December 15<sup>th</sup> and January 15<sup>th</sup>.

A nurse may request a lesser benefit under this provision. Such request is subject to review and approval by the Employer.

It is understood and agreed by the parties that Christmas and New Year's Eve referred to will include the day off, commencing no later than 0700 hours of the day involved. This or any other scheduling regulation may be waived by mutual agreement between the Employer and the individual nurse involved, in writing, a minimum of one (1) week prior to the posting of the schedule.

- (k) Premium pay according to the Collective Agreement shall be paid to the employee for all shifts worked as a result of the Hospital's failure to comply with F-2 (e), (f), (g) except for those provisions which can be waived by mutual agreement.
- (l) Compensating time off as provided for in Article 14.09 shall be scheduled at a mutually agreeable time. Requests for compensating time off shall not be unreasonably denied and responses to requests

shall be made in writing within seven (7) working days of the date of the submission.

Part-time nurses may accumulate compensating time off for hours on which they would receive premium payment on the same basis as full time. It is understood that this payment may be utilized to supplement wages.

It is agreed that the accumulation of lieu time shall not exceed forty-five (45) hours. Employees may request payout of lieu time provided the request is made three (3) days prior to the end of the pay period. All time in excess of forty-five (45) hours will be paid to the employee in the current pay period. Any accumulation remaining at the final pay end date in March of the year will be paid out in full.

- (m) Where a nurse believes that an error has been made under Article F-8 for the call-in process for the allocation of additional tours to part-time and/or full-time employees, the parties agree as follows:
  - i) The nurse will raise the matter by email to the Manager or designate within nine (9) days of its occurrence. The Manager or designate will have nine (9) days to investigate. Where an error is confirmed, the nurse and manager will, within the next 14 days, select a date in the future for a shift to be worked as a supernumerary when the employee is not scheduled or known to be working.
  - ii) The extra shift will be paid at the rate of pay which the Employee would have received had the offer been made according to the Collective Agreement.

F-2 Scheduling Provisions – Regular Tours

- (a) The current practices for rest periods during each tour will be continued.
- (b) For the purpose of Article 14.10, the defined hours:
  - i) of the evening shift shall be from 1500 hours to 2300 hours;
  - ii) of the night shift shall be from 2300 hours to 0700 hours.
- (c) The Employer shall ensure each employee every second weekend off unless mutually agreed between the nurse and the Hospital.

- (d) A nurse will receive premium pay as provided for in Article 14. for all hours worked on a third consecutive and subsequent consecutive weekend save and except where:
  - i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - ii) such nurse has requested weekend work; or
  - iii) such weekend is worked as the result of an exchange of shift with another nurse.

The Hospital shall not cancel the pre-booked weekend tours on a third (3rd) or subsequent weekend that becomes a premium pay weekend as a result of coming in on a previously scheduled weekend off unless agreed to by the nurse. This does not preclude the hospital from cancelling tours according to seniority resulting from a decrease in the staffing requirements.

- (e) Employees will not be required to work more than seven (7) consecutive days.
- (f) The regular schedule shall provide for a minimum of twenty-four (24) hours between the starting time of one (1) scheduled shift and the starting time of the next scheduled shift.
- (g) The regular schedule shall provide for a minimum of forty-seven (47) hours time off when the tour of duty is changed following night duty. Where the employee does not receive 47 hours off, premium pay will be paid for all hours worked on the employee's next shift.

It is understood that regular part-time employees may self-schedule or accept shifts with at least twenty-four (24) hours off without incurring premium payment.

- (h) For the purpose of scheduling, a weekend is defined as any period of fifty-six (56) consecutive hours during the period following completion of the Friday day tour until commencement of the Monday day tour.

When a nurse is scheduled off on the Saturday and Sunday, the Employer will schedule her off on the Friday evening shift as well, unless mutually agreed between the nurse and the Employer. It is agreed that no existing master schedules will be changed to accommodate this language.

Where a full-time or regular part-time employee is scheduled or called in to work any hours during the fifty-six (56) hours stated above, such full-time or regular part-time employee will be considered as having worked the weekend.

F-3 Tours of Less Than 7.5 Hours

Where part-time nurses are scheduled to work less than a normal tour (7.5 hours), 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 (7.5) hours to a reasonable level;
- (b) No part-time nurse shall 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 requested by the nurse or except in units of the hospital such as clinics where the routine hours of operation are less than seven and one-half (7.5) hours.
- (c) Where part-time nurses are required to work longer than the scheduled shift they will be paid overtime payment in accordance with Article 14 of the collective agreement.

F-4 Scheduling Provisions Extended Tours

- (a) The existing shifts are:

0700 – 1900 Days  
1900 – 0700 Nights

unless the Employer and the Union agree to alter extended tours to meet the needs of a specific unit.

- (b) For the purposes of Article 13.02 meal and relief periods will be scheduled in the following manner:

Days

There shall be a thirty (30) minute relief period scheduled during the first three (3) hours of the tour; a thirty (30) minute meal/relief period half unpaid, half paid scheduled during the next three (3) hours and; a final thirty (30) minute unpaid meal period scheduled prior to the end of the tour.

### Nights

There shall be a thirty (30) minute relief period scheduled during the first four (4) hours of the tour; a thirty (30) minute unpaid meal break scheduled during the next three (3) hours and; a final thirty (30) minute meal/rest period, half unpaid and half paid, scheduled prior to the end of the tour. It is understood that the second and third meal and break periods may be combined to total 60 minutes.

- (c) Full Time Employees will not be required to work more than three consecutive extended tours without a day off

Part-time Employees will not be required to work more than four consecutive extended tours without a day off.

- (d)
  - i) Full-time employees working extended tours will be scheduled off a minimum of seventy-two (72) hours when changing from the night tours to the day tours.
  - ii) Regular part-time employees working extended tours will be scheduled off a minimum of forty-eight (48) hours when changing from the night tours to the day tours. It is understood that regular part-time employees may self-schedule or accept shifts with at least twenty-four (24) hours off without incurring premium payment.
- (e) Full-time employees will be scheduled at least two (2) consecutive days off.
- (f) There will be no split shifts.
- (g) There shall be at least twelve consecutive hours off between scheduled tours of duty. It is understood that regular part-time employees may self-schedule or accept shifts with at least eight (8) hours off without incurring premium payment.
- (h) An employee will receive premium pay for all hours worked on the next shift where they have received less than the minimum number of hours off since her last tour or for each consecutive tour that exceeds the maximum number of consecutive tours as set out above.

- (i) Full-time employees will be scheduled to every other weekend off.
  - i) A full-time employee receives premium pay for all hours worked on a third consecutive and subsequent weekend, save and except where:
    - A) Such weekend has been worked by the employee to satisfy specific days off requested by such employee;
    - B) Such employee has requested weekend work;
    - C) Such weekend is worked as a result of an exchange of shifts with another employee.
  - ii) A regular part-time employee receives premium pay for all hours worked on a fourth consecutive and subsequent weekend, save and except where:
    - A) Such weekend has been worked by the employee to satisfy specific days off requested by such employee;
    - B) Such employee has requested weekend work;
    - C) Such weekend is worked as a result of an exchange of shifts with another employee.
- (j) It is agreed that an employee's availability for additional tours and/or overtime does not waive the employee's right to premium payment provided for under this agreement.
- (k) Employees called in for weekend work will not have their posted schedule altered or cancelled as a result of the call-in.
- (l) The Employer shall not cancel the prescheduled weekend shifts which become a premium pay weekend as a result of being called in for work on the previous weekends off.
- (m) When an employee is off on the weekend, they will have sixty-four (64) consecutive hours off between the end of her scheduled Friday shift and the start of her next scheduled shift unless the employee agrees otherwise. Where an employee is scheduled to work, called into work or assigned to standby during any of these sixty-four (64) hours stated above, the employee shall be considered to have worked the weekend.

- (n) The first shift of the day will be the day shift, commencing at 0700.
- (o) All full-time and part-time employees shall be required to work extended tours in those areas where the compressed work week is scheduled.
- (p) All provisions of the Collective Agreement will apply to employees working extended tours unless expressly amended herein.

F-5 Scheduling Provisions 2D2N Schedules

Full-time

- (a) No more than four (4) consecutive extended tours shall be scheduled. The four (4) consecutive tours will consist of two (2) eleven and one-quarter (11.25) hour days immediately followed by two (2) consecutive eleven and one-quarter (11.25) hour nights followed by five (5) consecutive days off. Premium will be paid, as per Article 14.03, for a fifth (5<sup>th</sup>) and subsequent consecutive tour worked save and except where:
  - i) The fifth (5<sup>th</sup>) extended tour is worked to satisfy specific requested days off requested by the employee; or,
  - ii) The fifth (5<sup>th</sup>) extended tour is the result of an exchange with another employee.
  - iii) The fifth (5<sup>th</sup>) extended tour is worked to satisfy (c) below.
- (b) An employee working the 2D/2N rotation shall receive at least every fourth (4<sup>th</sup>) weekend off, which shall consist of a minimum of seventy-two (72) hours, which shall commence no later than 1900 Friday. An employee shall receive premium pay for all hours worked on a fourth (4<sup>th</sup>) consecutive and subsequent weekend until a weekend off is scheduled, save and except where:
  - i) The weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - ii) The weekend is worked as a result of an exchange of tours with another employee; or
  - iii) The employee has requested weekend work.



- (c) All scheduling will be done on the basis that each full-time employee will be scheduled for 1950 hours per year. To achieve this, the master schedule will be adjusted to include:
  - i) prior to the schedule going to self-scheduling, one (1) additional eleven and one-quarter (11.25) hour tour in every four (4) month period, by one of the following methods:
    - A) pick up a shift from all available shifts prior to going to part-time for self scheduling;
    - B) Employee declares that they will use lieu time or vacation time to cover this shift;
    - C) Where there has been no mutual agreement for a pick-up shift and no declaration of lieu or vacation time to the scheduler, the employee will be scheduled a shift on a scheduled day off to fulfill this need. It is understood that only one (1) of these additional tours will be a night tour and none of these additional tours will be a weekend tour. It is further understood that no nurse will be required to work in excess of eight (8) extended tours in a biweekly pay period.  
  
None of these additional tours will be scheduled during the Christmas/New Year period of December 15<sup>th</sup> to January 15<sup>th</sup>.
  - ii) with an individual nurse's written consent, twelve (12) seven and one-half (7.5) hour lieu days, on scheduled days off.
- (d) The 2D/2N schedule will not affect schedules of other employees on the unit in such a way as to cause a scheduling violation under the provisions of the Collective Agreement.
- (e) If at any time an employee scheduled to a 2D/2N rotation is unable to continue to be scheduled to a 2D/2N rotation for a reason such as medical, family emergency, or other appropriate reason, the employee will promptly bring such to the attention of the Manager of the Unit and the Union. The Employer, Union and the employee will then meet to discuss the employee's withdrawal from the 2D/2N rotation and a potential solution. If no mutually agreeable solution is determined, the Employer has the right to discontinue the 2D/2N within the unit.

(f) Regular Part-time

- i) Regular part-time employees will be scheduled in accordance with the extended tour provisions of the collective agreement.
- ii) Notwithstanding the extended tour scheduling provisions for consecutive tours and consecutive/subsequent weekends, regular part-time employees who fill temporary positions shall be governed by the scheduling provisions contained in (a) and (b) above.
- iii) It is understood that the requirement to be scheduled for three (3) additional tours in (c) above will not apply to regular part-time employees who fill temporary full-time positions.
- iv) For the purposes of scheduling additional tours regular part-time employees who fill temporary full-time positions will be paid at their straight time hourly rate for the first thirty-three and three-quarters (33.75) hours worked as full shifts (see F-9 - self-scheduling) and will then be deemed to be at the rate of one and one-half (1 ½) their straight time hourly rate of pay for any tour they are called in for provided the employee has worked the balance of their scheduled shifts that pay period

## F-6

Regular Part-Time Commitment

Regular part-time nurses shall make their commitment in writing to the Hospital to be available for work on the following basis:

- (a) Available for scheduling twelve (12) months of the year unless the employee is on scheduled weeks of vacation or an approved leave of absence.
- (b) Four (4) weekends in nine (9) weeks.
- (c) Available to work at either Christmas or New Year's Eve and New Year's, and in addition at least four (4) other holidays during the year, two (2) of which will be those that fall between the dates of May 15<sup>th</sup> and September 15<sup>th</sup> of each year.
- (d) At least one hundred and thirty-five (135) hours in nine (9) weeks which should be as evenly distributed as possible at the time of scheduling with the understanding that employees will schedule themselves shifts in each pay period provided there are shifts available.

- (e) Leaves of absence granted under Article 11 of the Central Hospital collective agreement, may result in the regular part-time employee not being scheduled the minimum part-time commitment as identified above.
- (f) Regular part-time nurses shall request vacation in writing in accordance with Article H. If the nurse makes herself unavailable to fulfill her commitment, the week will be considered a vacation week.
- (g) Regular part-time employees will not be required to work their full commitment in any pay period where a week of vacation is scheduled. However, if a shift is offered, it may be accepted.
- (h) It is understood that approved vacation over a weekend period will be considered toward meeting the regular part-time nurse's weekend commitment in (b) above but does not forgo their obligations related to Paid Holidays under (c) above.
- (i) Multi-unit regular part-time nurses will have a home unit for the purposes of scheduling, vacation, and layoff.
- (j) Regular part-time nurses shall request vacation in writing in accordance with Article H. If the nurse makes herself unavailable to fulfill her weekly commitment, the week will be considered a vacation week.

F-7

Part-Time Scheduling Provisions

Regular part-time employees will be scheduled according to the commitment identified in Article F-6 on the posted schedule as follows:

- (a) All available work at the time of scheduling will be equitably distributed among the regular part-time nurses up to commitment.
  - i) Pre Posting of Schedules

Except for units where part-time nurses self-schedule, vacant shifts will be offered in the following manner:

By unit, an e-mail will be sent to all regular and casual part-time nurses, as well as nurses under (d) v) below, indicating all unfilled shifts for the upcoming schedule.

Replies are to be received by e-mail within twenty-four (24) hours indicating the shifts each nurse is able to accept.

Shifts will be scheduled according to seniority.

- (b) The number of weekends to be worked will be scheduled equitably unless a nurse has requested weekend work.
  - (c) The distribution of shifts over the three tours will be scheduled equitably among the part-time nurses unless a nurse has requested to work more evening or night shifts.
- F-8
- (a) Calls to fill a shift that becomes available after the schedule is posted will be made in order of seniority to those who are qualified to do the work:
    - i) Notwithstanding ii) through vii) below where a part-time nurse has had a schedule shift cancelled or reduced in length and a need arises whereby the Hospital intends to call a nurse in for the same cancelled or reduced shift, the nurse who has had their shift cancelled or reduced will be given the opportunity to work that call-in shift provided they are qualified to perform the work.
    - ii) Regular part-time staff on the home unit who do not have commitment and are not in a premium position.
    - iii) Regular part-time from other units who do not have commitment and are not in a premium position.
    - iv) Regular part-time staff on the home unit, including job sharers, who are not in premium position and who have indicated availability for additional shifts.
    - v) Regular part-time staff from outside the home unit who have indicated availability to take additional shifts and who are not in premium position.
    - vi) Casual part-time staff on the home unit who are not in a premium position.
    - vii) Casual part-time from outside the unit who are not in a premium position.

If the shift remains unfilled, it will be offered at premium pay, on the basis of seniority:

- viii) Full-time staff on the home unit who have indicated an availability to take additional shifts.
  - ix) Full-time staff from outside the home unit who have indicated availability to take additional shifts.
  - x) Regular part-time staff from the home unit, including job sharers who have indicated availability to take additional shifts.
  - xi) Regular part-time staff from outside the home unit, who have indicated availability to take additional shifts.
  - xii) Casual part-time staff on the home unit.
  - xiii) Casual part-time staff from other units.
- (b) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the hospital;
  - (c) It is understood that the hospital will not be required to offer tours which would result in overtime premium pay;
  - (d) When a regular or casual part-time nurse accepts an additional tour, they must report for that tour unless arrangements satisfactory to the hospital are made;
  - (e) Provided they are qualified, nurses may submit their availability to work additional tours to more than one unit.
  - (f) A tour will be deemed to be offered when a call is placed or email sent.

Staff will provide the Hospital with one (1) contact number which is to be used to call for additional shifts.

Offers to fill a vacant shift that will occur within four (4) days/ninety-six (96) hours will be made by seniority and the shift(s) will be scheduled on a first reply basis.

For those shifts falling within four (4) to seven (7) days employees will be called and given two (2) hours to respond to the call before the shifts are filled.

Vacant shifts on the current schedule but beyond the seven (7) days will be sent by email to all employees' Hospital email by 1600 hours on Thursday of each week. Employees will be required to respond by 1000 hours the following Tuesday.

Staff who are aware that agreeing to and working a shift will cause the Hospital to incur premium costs will advise the Hospital of this at the time of the call.

Once confirmed, shifts booked will be emailed out to the Employees. Each offer of a shift made will be documented.

F-9 Self-Scheduling

Self scheduling shall be guided by the following regulations:

- (a) Self schedules shall meet the needs of the unit as outlined by the Employer and should meet the needs of the individual nurse with respect to scheduling.
- (b) Any tour scheduled in the twenty-four (24) hour period following the commencement of the day shift will be considered as working on that day.

All available work at the time of scheduling will be equitably distributed among regular part-time nurses on the individual units according to the part-time commitment in Article F-6.

It is understood that each nurse should have time scheduled in each pay period if there is time available unless they are on approved leave (i.e. vacation).

Shifts beyond commitment will be scheduled by rotating seniority starting with the most senior nurse in the applicable home unit. Once nurses from the applicable home unit have selected their additional shifts those from other units who are capable of performing the required work will be given the opportunity in order of seniority starting with the most senior nurse.

The distribution of day tours and night tours will be scheduled equitably among the nurses unless prior approval has been received from the Manager for a nurse to work only 1 tour.

Management will be advised if there were an inadequate number of shifts to schedule regular part-time nurses to their commitment.

Management will be advised if premium payment is required in order to cover the indicated shifts.

The Union will be provided with notice if for any reason the Employer suspends self-scheduling for a period of time.

Any remaining tours will then be offered to part-time nurses in temporary 2D2N positions as straight time on the basis of 11.25 hours in every four (4) month period and then to casual part-time nurses.

- (c) The provisions of the Collective Agreement shall apply to the self scheduling nurse unless modified herein.
- (d) Ten (10) days prior to the final schedule being posted, regular part-time nurses will receive a nine (9) week time schedule from management that indicates the required tours that need to be covered.
- (e) Nurses will meet to indicate their availability to cover the tours and each nurse will initial the schedule indicating their acceptance.
- (f) Five (5) days before the determined date of posting the schedule will be returned to management for approval.

F-10

Voting Process – Compressed Work Week/Innovative Scheduling/Self-Scheduling

- (a) A compressed work week, innovative schedule, or self-scheduling shall be introduced into any Unit when:
  - i) seventy-five per cent (75%) of the full-time and regular part-time employees assigned to the Unit so indicate by secret ballot; and
  - ii) the Management agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonably arbitrary manner.
- (b) Voting Procedure
  - i) Where a vote is to be taken pursuant to Article F of the Collective Agreement, the following procedure will be followed:

- ii) A notice will be provided to all eligible voters indicating time and location for the vote to take place.
  - iii) A voter's list of all full-time and regular part-time employees whose home base is on the unit or floor, will be prepared and agreed to by the Union and the Employer. Employees from other units working in temporary full-time or temporary regular part-time positions will be excluded from the voter's list.
  - iv) If an employee is currently on a leave of absence or illness, they may come into the Hospital to vote, but cannot vote by proxy.
  - v) The ballot box will be supervised during voting times by a person or persons agreed upon by the Union and the Employer.
  - vi) To vote, the employee must sign her name beside her name on the voter's list, make an "X" beside her choice on the ballot, then deposit the ballot into the locked ballot box.
  - vii) The vote will take place over a one (1) day period at times suitable to accommodate all changes of shifts.
  - viii) The box will be opened and the votes counted in the presence of an ONA Executive representative and an Employer representative.
  - ix) A vote in favour of implementation of extended tours will result in a trial period of six (6) months, or other term as determined by the parties, being held prior to a second vote being taken.
- (c) A compressed work week, innovative schedule, or self-scheduling may be discontinued in any Unit when:
- i) fifty per cent (50%) of the full-time and regular part-time employees assigned to the Unit so indicate by secret ballot;  
or
  - ii) the Management because of
    - A) adverse effects on patient care,
    - B) inability to provide a workable staffing schedule,



- C) the cost of staffing utilizing extended tours being appreciably greater than staffing utilizing a 7.5 hour tour rotation.

states its intention to discontinue the compressed work week in the schedule.

- (d) When notice of discontinuation is given by either the Union or the Management in accordance with paragraph (c) above, then:
  - i) the Union representatives and the Management shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - ii) where it is determined that the compressed work week will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.

## **ARTICLE G - PAID HOLIDAYS**

G-1 The following shall be recognized as designated holidays:

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

G-2 (applies to full-time only)

Lieu days off shall be scheduled within sixty (60) days of the date on which the holiday is observed, in conjunction with a scheduled weekend off unless requested otherwise by the nurse.

G-3 (a) When a nurse is scheduled off on a weekend to which a holiday is attached, the Hospital will endeavour to schedule the nurse off on the holiday.

- (b) When a nurse is scheduled to work on a weekend to which a holiday is attached, the Hospital will schedule the nurse to work on the holiday, if required.

## **ARTICLE H - VACATIONS**

H-1 The date for determining vacation entitlement under Article 16.01 shall be the nurse's anniversary date.

H-2 Requests for vacation will not be unreasonably denied.

H-3 A vacation planner showing the nurses' seniority ranking and the amount of vacation the nurses will be entitled to as at their anniversary date, shall be posted by January 15<sup>th</sup>. Nurses will indicate their preference for vacation for the period May 1<sup>st</sup> to October 31<sup>st</sup> on the planner and in writing using a vacation request form, no later than February 15<sup>th</sup>. Approval for these requests will be posted no later than March 15<sup>th</sup>.

H-4 A vacation planner showing the nurses' seniority ranking and the amount of vacation the nurse will be entitled to as at their anniversary date, shall be posted by July 15<sup>th</sup>. Nurses will indicate their preference for vacation for the period November 1<sup>st</sup> to April 30<sup>th</sup> on the planner and in writing using a vacation request form, no later than August 15<sup>th</sup>. Approval for these requests will be posted no later than September 15<sup>th</sup>.

H-5 In scheduling vacation requests, preference will be given to nurses in accordance with their seniority provided the nurse exercises this right by February 15<sup>th</sup> or August 15<sup>th</sup>, after which time vacation requests, which must be in writing using a vacation request form, will be scheduled on a first come, first served basis.

Any requests for vacation made after the relevant vacation preference deadline date will be responded to in writing by the Employer within seven (7) working days of the date of submission. Such requests shall not be unreasonably denied.

H-6 (applies to full-time only)

The Hospital will endeavour, subject to the staffing and scheduling requirements, to schedule vacation for two (2) nurses from the same unit at the same time during the vacation period.

The Clinical Nurse Leader, if not replaced, will not be included in the above referenced staffing requirements.

- H-7 If a nurse on a master rotation is not already scheduled for a night shift prior to the day on which they commence vacation, they will not be scheduled for the night shift unless it is with her agreement.
- A nurse who does not have a master rotation will not be scheduled for a night shift prior to the day on which they commence vacation, unless it is with her agreement.
- H-8 In order to take vacation of a week's duration, nurses who are not on a master rotation shall be required to use no more than five (5) vacation days.
- H-9 Vacations, lieu time, or Paid Holidays other than Christmas Day, Boxing Day, or New Year's Day will not be scheduled for the period from December 20 to January 5.
- H-10 Nurses will be able to carry over five (5) days of vacation or more if vacation has accumulated due to the denial of vacation requests, into the first quarter of the subsequent year, after which time it will be paid out. The vacation year for scheduling purposes shall be April 1st to March 31<sup>st</sup>.
- Discussions will be held with the nurses and Manager to determine whether scheduling of the additional carryover or payout will occur.
- H-11 The Hospital may allow the utilization of single vacation days. Preference for the granting of vacation shall be given to those employees who request a block of time in accordance with H-3. The Hospital shall grant such vacation requests subject to the staffing requirements of the Hospital and such requests shall not be unreasonably denied.
- It is understood that if a nurse would only be scheduled for one (1) shift during the week that this request will be considered as a week block request in accordance with H-3.
- H-12 Regular part-time nurses shall request vacation in writing in accordance with Article H. If the nurse makes herself unavailable to fulfill her weekly commitment, the week will be considered a vacation week.
- H-13 Part-time employees shall receive their vacation pay bi-weekly.
- H-14 Prior to leaving on vacation, an employee will confirm the date and time on which to report back for work following vacation if the posted work schedule does not cover the employee's vacation period in subsequent time. Vacations may be scheduled to commence on a day other than Monday.
- H-15 The Hospital will provide updated vacation balances on each pay statement.

## **ARTICLE I - BULLETIN BOARDS**

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.

The bulletin board will be in the Nurses' Lounge.

## **ARTICLE J - MISCELLANEOUS**

### J-1 Temporary Full-time Vacancies

Full-time nurses shall be considered for temporary full-time vacancies on the same basis as regular part-time nurses in accordance with Article 10 of the Central Collective Agreement. The Hospital reserves the right to restrict the number of full-time nurses from one (1) area who can fill temporary vacancies at any one (1) time. A full-time nurse may make written request to be considered for temporary full-time vacancies by utilizing the Request for Transfer Form. Such request shall become active on the date it is received and remain in effect until December 31 following. Such request will be considered as applications for temporary vacancies of greater than six (6) months.

J-2 Prepaid Leave Plan - The number of nurses off at any one time shall be one (1) full-time and one (1) part-time nurse.

J-3 Nurses shall give at least two (2) weeks' written notice of intention to resign, except in the case of extenuating circumstances.

### J-4 Retiree Benefits – Process for Payment

Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in Article 17.01 (h) will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorised withdrawal process. The benefits provided will be on the same basis as those benefits provided to active employees.

It is understood that any transaction would be dated the first of each and every month.

The Employer will notify the Union and all participating employees of the benefit costs to retired nurses in January of each year, and each and any time the benefit costs are changed.

J-5 An employee with a payroll error that is equivalent to or greater than 7.5 hours wages, upon request, will have a separate cheque issued to her or him as soon as possible but no later than two (2) working days (payroll working days).

J-6 Recognizing the danger of needlestick/sharps injuries, the Hospital has agreed to fully implement the use of policies, equipment and products that help to reduce and eliminate these dangers before the end of the term of this Collective Agreement.

J-7 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for an ONA job position will be notified, in writing, and/or by personal 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.

J-8 Voluntary Regular Part time Benefits – Process for Payment

The Employer agrees to provide regular part-time nurses with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17. It is understood and agreed that the regular part-time nurses who participate will assume the employer and employee monthly costs of premiums.

Participation shall be open to any regular part-time nurse who has worked an average of two (2) shifts bi-weekly in the six (6) months prior to submitting the request.

Any regular part-time nurse who wishes to participate will provide payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorised withdrawal process.

It is understood that any transaction would be dated the first of each and every month.

The Employer will notify the Union of the benefit costs to regular part-time nurses in January of each year, and each time the benefit costs are renegotiated by the Employer.

**ARTICLE K - JOB SHARING**

K-1 It is agreed that a full-time job may be shared by two Registered Nurses on the following basis:

- (a) Job sharing requests are considered on an individual basis and the Hospital shall reserve the right to determine the appropriateness and the number of such arrangements.
- (b) Implementation
  - i) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement. If either party discontinues the job sharing agreement, the position may be posted as a full-time position or the vacant half may be posted as a job share.
  - ii) When an incumbent wishes to share a full-time position, it may be done through the posting of one half of the position as a job share. If the job sharer resigns or wishes to discontinue the job share, the position reverts to the incumbent as a full-time position or may be posted again as a job share at the request of the incumbent.

Selection of candidates is based on criteria set out in the Collective Agreement.

- (c) If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or revert to a part-time position for which they are qualified. If they do not continue full-time, the position must be posted according to the Collective Agreement.

K-2

Discontinuation

Parties to this agreement have the option to cancel the agreement with ninety (90) days' written notice. Parties meet within fifteen (15) days of notice to discuss reasons. Discontinuation will not be unreasonable or arbitrary.

Should the Hospital discontinue a job sharing arrangement and one of the job sharers is the original owner of the full-time position, this employee will have the option of reverting to her/his full-time status or remain regular part-time. The other job sharer will remain regular part-time.

K-3 Scheduling

- (a) All job sharers are treated as regular part-time employees and are subject to the provisions of the part-time Collective Agreement.
- (b) Posted schedules for the job sharers shall be based on the schedules that would apply to a full-time nurse holding that position. The scheduling should conform to the scheduling provisions of the full-time Collective Agreement.
- (c) Total hours worked by the job sharers will equal one full-time position. The division of the hours will be determined by mutual agreement between the two nurses and the Clinical Leader of the unit. The Clinical Leader will be advised of the schedule to ensure the skill set is appropriate.
- (d) Job sharers may exchange shifts with the partner or with any other RN as provided for in the Collective Agreement.
- (e) Job sharers will be offered additional tours in accordance with the Procedure for Offering of Additional Shifts.

K-4 Holidays/Vacation/Illness

- (a) Nurses entering into a job share arrangement are expected to make every reasonable effort to cover their partner's incidental illness, vacation and holidays. If, because of unavoidable circumstances, one cannot cover the other, the Manager / Scheduler must be notified to arrange coverage.
- (b) In the event that one member of the job sharing arrangement goes on any extended leave under Article 11 or Article 12, coverage will be negotiated with the Manager, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.
- (c) Job sharers are entitled to unpaid vacation time as provided to regular part-time workers. The job sharers agree to cover up to a maximum of two (2) weeks of each other's vacation during the months of July and August. Job sharers agree not to request vacation for the same period of time in July or August.

Where the job sharers provide coverage for each other's vacation, they will not be counted in any vacation quotas established for the unit.

- (d) The job sharers have the right to determine between themselves which partner will work on scheduled paid holidays subject to the conditions in the Collective Agreement.

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

- (e) Job sharers will be expected to determine their schedule for working paid holidays. Where conflict arises over the scheduling of paid holidays, seniority shall be the deciding factor.

#### **ARTICLE L - VIOLENCE IN THE WORKPLACE**

- L-1 The Hospital will notify the JHSC and Union in writing of all incidents related to violence within three (3) days.

The Hospital will reimburse the nurse for damages incurred to the nurse's personal property such as eyeglasses, ripped uniforms, or personal clothing, as a result of being assaulted while performing her work.

- L-2 The Employer agrees to continue policies and procedures to deal with violence in the workplace. The policies address the prevention of violence, the management of violent situations and support to employees who have faced violence. Said policies and procedures are to be reviewed and addressed at the Hospital Association Committee as necessary. Said policies, procedures and current legislation are to be reviewed and addressed at the Hospital-Association Committee meetings as necessary.

#### **ARTICLE M – INTERNET, OFFICE, E-MAIL ACCESS**

- M-1 The Employer agrees to provide:
  - (a) Computer access and access to e-mail for the Bargaining Unit President if requested when available. Use of e-mail will be in accordance with Hospital policy.
  - (b) A locked file cabinet for the Bargaining Unit President's use.



**ARTICLE N – PREPAID LEAVE PLAN**

- N-1 One (1) full-time employee will be eligible to commence participation in the prepaid leave plan in any given year.
- N-2 One (1) part-time employee will be eligible to commence participation in the prepaid leave plan in any given year.

**ARTICLE O – MODIFIED WORK/RETURN TO WORK PROGRAMS**

O-1 Modified Work

- (a) The Hospital will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.
- (b) When it has been medically determined that an employee is unable to return to the full duties of their position due to a disability, the Hospital will notify and meet with a Labour Relations Officer, of the Ontario Nurses' Association, if available, and the Bargaining Unit President or designate to discuss the circumstances surrounding the employee's return to suitable work.
- (c) The Hospital agrees to provide the employee with a copy of the Workplace Safety Insurance Board Form 7 at the same time as it is sent to the Board.
- (d) The Hospital and the Union recognize that the purpose of modified work/return to work is to provide fair and consistent practices for accommodating employees who have been ill, injured or permanently disabled and to enable their early and safe return to work.

The parties undertake to provide safe and meaningful employment for both permanently or temporarily disabled employees.

**SIGNING PAGE**

DATED AT Listowel, ONTARIO, THIS 26 DAY OF April, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Carrie Hurst

Jill Allingham

Labour Relations Officer

Rhonda Scheeringa

Ashley Stevens

Ainsley Morrison

Jennifer Martin

Justine Leslie

Sandra Johnston

\_\_\_\_\_

Linda Johnston

**LETTER OF UNDERSTANDING**

Between:

**LISTOWEL MEMORIAL HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

**Re: Christmas Scheduling**

Notwithstanding Article F-1(k) the parties agree to continuing the Master Schedule for all staff who are scheduled on the 2D2N Extended Tour schedule for the Christmas/New Year period.

For clarity, this will include:

- i) All departments where staff are scheduled on the 2D2N Extended tour schedule;
- ii) All staff members in Full-time and temporary full-time positions at the time of the Christmas/New Year Period.

The parties agree that this Letter of Understanding is in effect for the life of the Collective Agreement.

DATED AT Listowel, ONTARIO, THIS 26 DAY OF April, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Carrie Hurst

Jill Allingham  
Labour Relations Officer

Rhonda Scheeringa

Ashley Stevens

Ainsley Morrison

Jennifer Martin

Justine Leslie

Sandra Johnston

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Linda Johnston