

**COLLECTIVE AGREEMENT**

Between:

**THE SOUTH HURON HOSPITAL ASSOCIATION**  
(hereinafter referred to as "the Hospital")

And:

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

Expiry Date: March 31, 2023

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

	<u>Effective April 1, 2021</u>	<u>Effective April 1, 2022</u>
Start	\$33.90	\$34.24
1 Year	\$34.06	\$34.40
2 Years	\$34.62	\$34.97
3 Years	\$36.34	\$36.70
4 Years	\$38.05	\$38.43
5 Years	\$40.19	\$40.59
6 Years	\$42.36	\$42.78
7 Years	\$44.52	\$44.97
8 Years	\$47.69	\$48.17
25 Years	\$48.53	\$49.02

**Graduate Nurse**

	<u>Effective April 1, 2021</u>	<u>Effective April 1, 2022</u>
Start	\$30.22	\$30.52
1 Year	\$30.35	\$30.65

**APPENDIX 4**

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

Clause # Central Award	Applicable Clause from existing Collective Agreement
5 - NOTE 3.04 FT and 3.03 PT	<p>The Employer shall deduct from the first pay of each month, from the pay due to each employee who is covered by this Agreement, a sum equal to the monthly Association dues of each employee. The Association shall notify the Employer, in writing, of the amount of such dues from time to time. The Employer will send to the Association, monthly, by the fifteenth (15th) of the following month, its cheque for the dues so deducted, along with a list of the names of the employees from whom the deductions were made. Such list shall show the name, address, classification, Social Insurance Number, and the amount of the deduction of each nurse.</p> <p>The Hospital shall provide the local Association with a specific list of newly hired employees, employees on unpaid leave of absence, and terminations; this list will contain information as to the classification, date of employment and salary rate.</p>
16.01 (f)	<p>(Applies to full-time only)</p> <p>14.03 Employees having two (2) years or more continuous service with the Employer shall receive four (4) weeks' vacation with pay.</p>

**APPENDIX 5**

APPENDIX

TO THE

COLLECTIVE AGREEMENT

BETWEEN:

**THE SOUTH HURON HOSPITAL ASSOCIATION**

AND:

**ONTARIO NURSES' ASSOCIATION**

APPENDIX 3- SALARY SCHEDULES ..... 3

APPENDIX 4 ..... 4

    SUPERIOR BENEFITS AWARDED BY THE CENTRAL ..... 4

    ARBITRATION AWARD DATED OCTOBER 23, 1981 ..... 4

APPENDIX 5 ..... 5

ARTICLE A - RECOGNITION ..... 7

ARTICLE B - ASSOCIATION INTERVIEW ..... 7

ARTICLE C - MANAGEMENT RIGHTS ..... 7

ARTICLE D - REPRESENTATION ..... 8

ARTICLE E - HOURS OF WORK ..... 9

ARTICLE F – SCHEDULING AND GENERAL GUIDELINES ..... 10

ARTICLE G - EXTENDED TOURS ..... 19

ARTICLE H – MODIFIED WORK ..... 24

ARTICLE I - SENIORITY ..... 27

ARTICLE J - EARNED LEAVE (VACATIONS) ..... 27

ARTICLE K - HOLIDAYS ..... 29

ARTICLE L - SICK LEAVE ..... 30

ARTICLE M – MISCELLANEOUS ..... 31

ARTICLE N - PRE-PAID LEAVE PLAN ..... 32

ARTICLE O - JOB SHARING ..... 33

ARTICLE P - VIOLENCE IN THE WORKPLACE ..... 35

ARTICLE Q – INTERNET, OFFICE, E-MAIL ACCESS ..... 35

ARTICLE R – ELECTRONIC FORM ..... 36

LETTER OF UNDERSTANDING ..... 38

    Re: Internship ..... 38

LETTER OF UNDERSTANDING ..... 39

    Re: Standby/On-Call ..... 39

LETTER OF UNDERSTANDING ..... 41

    Re: Article 13.03 – INNOVATIVE SCHEDULING – Nursing Unit ..... 41

LETTER OF UNDERSTANDING ..... 43

Re: Regular Part-time Commitment..... 43  
LETTER OF UNDERSTANDING ..... 44  
RE: Innovative Scheduling- Day-Day-Night Night ("DDNN") Shifts, Emergency  
Department..... 44

## **ARTICLE A - RECOGNITION**

- A-1 This Agreement shall apply to all registered and graduate nurses employed in a nursing capacity by The South Huron Hospital at Exeter, save and except the Director of Nursing and persons above the rank of the Director of Nursing.
- A-2 The Hospital agrees to recognize the Ontario Nurses' Association as the sole collective bargaining agent for all employees covered by the said Certificate and Decision in respect to hours of work, wages, and working conditions.

## **ARTICLE B - ASSOCIATION INTERVIEW**

- B-1 The time and place of the interview referred to in Article 5.06, shall be scheduled within the first month of the employee's employment on hospital premises and at a time mutually agreed by the Union. The Hospital will advise the Bargaining Unit President or designate of all employees to be interviewed prior to the interview.

## **ARTICLE C - MANAGEMENT RIGHTS**

- C-1 The Association acknowledges that it is the exclusive function of the Hospital to manage and direct its operations and affairs in all respects and, without limiting or restricting that function:
- (a) To maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by the employees, provided the same are not inconsistent with the provisions of this Agreement;
  - (b) To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees, and to assign employees to shifts and to increase and decrease working forces, provided that a claim of discipline or suspension, or a claim by an employee that she has been discharged without reasonable cause, may become the subject of a grievance and be dealt with as hereinafter provided;
  - (c) To determine the number and location of the Hospital establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Hospital; to schedule the work and services to be provided and performed, and to make, alter

and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interests of safety and well-being of the Hospital patients and the public.

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

#### **ARTICLE D - REPRESENTATION**

- D-1 There shall be no more than three (3) employee representatives in the Hospital's employ on the various committees (one to be the Bargaining Unit President).

- D-2 Two (2) full-time [one (1) of whom may be a part-time employee] employees appointed to act on the Association Hospital Committee on behalf of the Local Association.

- D-3 A total of three (3) employees may be absent from work at any one time on Association business providing that no more than two (2) employees requesting such leave are from the same department or unit.

- D-4 The Hospital will endeavour to hold Hospital/Union meetings requiring the attendance of the Bargaining Unit President during the Bargaining Unit President's scheduled 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. When required to attend meetings during her scheduled shift, the Hospital will adequately replace the Bargaining Unit President on her unit.

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

- D-5 In accordance with Article 9.02, there shall be a Professional Development Committee of not more than three (3) Bargaining Unit Representatives. Meetings of this Committee may be held in conjunction with Hospital/Association Committee meetings. Necessary payment for attendance will be as per Article 9.02 (a).

- D-6 There shall be one (1) nurse representative and one (1) alternate on the Joint Health and Safety Committee.

- D-7 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 she may require fulfilling the duties of the position.

- D-8 The Employer will pay the Bargaining Unit President or designate at her regular straight time hourly rate for the equivalent of one (1) tour per month to attend to union business.

### **ARTICLE E - HOURS OF WORK**

- E-1 Employees accumulating approved overtime under Article 14.09 of the Central Collective Agreement and who elect to take time off in lieu, must take the time off at a time mutually agreed to between the employee and the Hospital. It is understood that payment may be made to supplement wages as well as to replace scheduled tours.

It is agreed that the accumulation of lieu time shall not exceed forty-five (45) hours. All time in excess of forty-five (45) hours will be paid to the nurse in the pay period it is earned. Employees may request payout of lieu time provided the request is made three (3) days prior to the end of the pay period.

Any accumulated lieu time remaining will be paid out to the nurse in the last pay of March except that a nurse may request and the Hospital may approve, in its discretion, a carry-over of some or an employee's entire lieu bank to the next fiscal year. Such requests must be submitted in writing to the Chief Nursing Executive or Delegate by March 1.

Part-time nurses may accumulate compensating time off on the same basis as full-time nurses.

- E-2
- (a) The Hospital will endeavour to schedule all employees fifty percent (50%) of their weekends off during their current posted working schedule.
  - (b) Should an employee work two (2) or more weekends in succession, she shall be paid at the premium rate (as defined in the Central Agreement) for the third consecutive and subsequent weekend worked save and except:
    - i) Such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
    - ii) Such employee has requested weekend work; or
    - iii) Such weekend is worked as a result of exchanging shifts with another employee.



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

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.

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.

- E-3 Employees who are unable to report for their regular scheduled shift shall give the Hospital three (3) hours' notice for evening and night shifts and one (1) hour's notice for the day shift.

#### **ARTICLE F – SCHEDULING AND GENERAL GUIDELINES**

- F-1 The Hospital agrees that it will not require an employee to work a schedule of more than seven (7) consecutive days without her consent.

- F-2 The first shift of the day will be the day shifts.

Shift schedules shall be posted, except in cases of emergency, two (2) weeks in advance and shall cover a six (6) week period.

Schedules shall be posted as soon as possible on the day of posting.

Each unit, except those units where self-scheduling is used will have a master schedule, with a copy provided to the Union.

Requests for specific days off after the vacation calendar has been posted shall be submitted in writing two (2) weeks prior to the schedule being posted.

- F-3 There will be not less than a period of sixteen (16) consecutive hours between shifts worked by an employee without the consent of such employee. For full-time employees, there shall not be less than seventy-two (72) hours scheduled off after the completion of a tour of night duty. For part-time employees, there shall not be less than thirty-six (36) hours scheduled off between the end of the night shift and the commencement of the evening shift and forty-eight (48) hours between the end of the night

shift and the commencement of the day shift without the consent of such employee.

F-4 When, in the opinion of the Hospital, circumstances are such that the posted schedule cannot be adhered to, Department Heads and the employees concerned shall attempt to arrange a mutually satisfactory time table. In the event of disagreement regarding schedule of working hours in such cases, the Department Heads shall make the final decision.

F-5 Request for changes in the posted schedule must be submitted in writing or email with the date stated and co-signed by/copied to the nurse willing to exchange days off or tour.

Request for changes in the posted schedule with less than 24 hours notice must be submitted in writing or email with the date stated and co-signed by/copied to the nurse willing to exchange days off or tour. This will be reviewed/approved by a third party and supported by a Hospital Delegate. It is understood that both nurses must be capable of performing the required work of the unit.

It is understood that such changes in tour initiated by the nurse shall not result in overtime payment for that shift. Such requests shall not be unreasonably denied.

F-6 No nurse holding a Temporary Certificate of Registration shall be placed in charge of a Registered Nurse.

F-7 Each nurse shall be scheduled off at least five (5) days at either Christmas or New Years unless otherwise requested by an individual nurse. Christmas shall be defined as Christmas Eve, Christmas Day, and Boxing Day. New Year's shall be defined as New Year's Eve and New Year's Day shall include all hours after 0700 hrs on December 24<sup>th</sup> or all hours after 0700 hrs on December 31<sup>st</sup>. Scheduling regulations E-2(b), F-21 (i) (j), 4 (b) (LOU Innovative Schedule – Emergency Department) 3 (b) (LOU Innovative Schedule – Nursing Unit ) will only be waived during the period from December 15<sup>th</sup> to January 15<sup>th</sup> in order to schedule a nurse five (5) consecutive days off over Christmas or New Year's if requested by the nurse. The union will be provided no later than October 30<sup>th</sup> with the name of those nurses who requested less than 5 days off at either Christmas or New Year's.

On or about October 1 in each year, the Hospital shall post a Christmas and New Year's preference sheet and each Nurse on the unit shall indicate her preference of holiday time to be scheduled off. The preference sheet shall be removed by October 15, and by November 15 the Hospital shall post the approved Christmas and New Year's schedule, taking into account as much as possible the Nurses' preferences. Where more Nurses have indicated

the same holiday time off than the Hospital can reasonably grant, preference will be given to the Nurse who worked the holiday in the preceding year and the expectation to work alternating holidays in alternating years.

Vacation requests between December 15th and January 15th will be considered on an individual basis in accordance with Article I providing it does not interfere with time off of other employees over the Christmas and New Year's period, providing the employee is available to work either Christmas or New Year's as defined and providing it does not interfere with the efficient operation of the Hospital.

The shift schedules covering the Christmas and New Year's period shall be posted by November 15 of each year.

F-8 Employees shall be paid weekend premium in accordance with Article 14.15 for each hour worked between 2300 hours Friday and 2300 hours Sunday.

F-9 An employee shall be scheduled four (4) days off in any two (2) week pay period unless by mutual agreement. For full-time employees, at least two (2) of the four (4) days off will be consecutive.

F-10 (Applies to full-time only)

(a) Unless an employee requests otherwise, the following will apply: An employee who normally rotates shall not be scheduled to work more than two (2) consecutive weeks on evenings and/or night shifts at one time. After an employee has completed two (2) consecutive weeks on evenings or nights or a combination of the two (2), she shall be scheduled to work two (2) weeks on days.

(b) At the request of the employee(s) and with the consent of the Hospital an employee could be scheduled to work two (2) shifts only. When an employee is scheduled to work two (2) shifts only the Hospital will endeavour to split shifts equally. Such requests will not be unreasonably denied.

(c) 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 denied provided the employee has been in the permanent shift for at least a period of six (6) months.

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) day's 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-11 Premium pay according to the Central Collective Agreement shall be paid to the employee for all shifts worked as a result of the Hospital's failure to comply with the scheduling provisions in Article E and/or F.

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

F-12 (Applies to part-time only)

Should work subsequently become available on a shift for which a part-time employee was cancelled, the part-time nurse who had the tour cancelled will be given the first opportunity to work that call-in shift. The offer is made when the call is placed.

F-13 (Applies to part-time only)

(a) Regular Part Time Commitment

- i) The regular part-time commitment referred to in Article 2.05 shall be to be available to work four (4) 7.5 hour tours or three (3) 11.25 hour tours in a bi-weekly pay period.
- ii) Available for scheduling twelve (12) months of the year unless the employee is on scheduled weeks of vacation or an approved leave of absence.
- iii) For 7½ Hour Tours – available to work three (3) weekends in every six (6) week period with a maximum of two (2) consecutive weekends worked;
- iv) Available to work on either the Christmas holidays (including December 24<sup>th</sup> night shift, December 25<sup>th</sup> and December 26<sup>th</sup>), or the New Year's holidays (including December 31<sup>st</sup> night shift and January 1<sup>st</sup>), 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.

- v) 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.
- vi) Regular part-time employees will not be required to work their full commitment in any pay period where a week of vacation is scheduled.
- vii) It is understood that part-time employees will be available all three shifts and will take standby/on-call shifts for any unit that has standby/on-call assignments.

(b) Regular Part-time Scheduling

Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital.

Provided they are qualified, nurses may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing hospital practice.

Before the schedule is posted:

- i) All available work at the time of scheduling will be equitably distributed among the regular part-time employees up to their minimum commitment.
- ii) Once all regular part-time employees on the unit have been scheduled the minimum commitment, extra tours will then be offered to regular part-time employees on the unit equitably on the basis of seniority.
- iii) Any remaining tours after ii) above will then be offered to casual part-time employees on this unit, equitably on the basis of seniority.
- iv) Any remaining tours after iii) above will then be offered to regular part-time employees from other units who have made themselves available for additional shifts on this unit, equitably on the basis of seniority.

(c) Procedure for Offering Additional Shifts

Additional shifts that become available after the schedule is posted will be first offered in the following manner:

- i) Regular Part-time staff on this home unit who are not in premium position and have not been scheduled up to commitment are called and offered the shift at straight time, in order of seniority. If the shift is not accepted,
- ii) Regular Part-time staff on this home unit, which includes Job Sharers, who are not in premium position and who have indicated availability for additional shifts are called and offered up to 75 hours in the pay period at straight time, in order of seniority. If the shift is not accepted,
- iii) Casual nurses in a non-premium pay situation.
- iv) Regular Part-time staff from other units, which includes Job Sharers, in order of seniority who have indicated availability to take additional shifts on this unit under Article F-13 (b), who are capable of performing the required work, and who are not in premium position.

A tour will be deemed offered whenever a call is placed or message left.

The parties agree that when a tour becomes available on both days of the weekend, the Hospital will offer the tours on both days first to the nurse in the line for the call who has made themselves available for both days by calling one main number provided to the unit by the nurse.

It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay.

PREMIUM PAY PROCESS:

Once the Hospital has decided to schedule or call in a nurse and has exhausted all part time nurses, including job sharers, in a non-premium pay situation, the hours will then be offered to nurses in a premium pay situation in the following order:

- i) All full-time nurses on the unit on the basis of seniority
- ii) All regular part-time nurses and job sharers on the unit on the basis of seniority
- iii) All casual nurses on the unit on the basis of seniority
- iv) The nurse currently working a tour may be offered an extension of that tour, if the shift is not filled.

- v) Staff from other units may then be called in the order listed above from a-d who are capable of performing the required work.
- vi) The Administration on call will be notified if this shift isn't filled.

F-14 Tours of less than 7.5 hours

Where part-time employees 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) Tours of less than 7.5 hours will not be used as part of the normal scheduling on any unit without the agreement of the Union.
- (b) On units where 7.5 hour tours are scheduled the Hospital will keep the number of tours comprised of less than 7.5 hours to a minimum. There shall be an equitable distribution of tours of less than 7.5 hours among the regular part-time employees in the unit.
- (c) Employees working shifts comprised of less than 7.5 hours shall be granted a paid rest period. If the shift is less than five (5) hours the paid break will be fifteen (15) minutes. If more than five (5) hours, the paid break will be thirty (30) minutes.
- (d) No part-time employee will be scheduled solely on tours which are comprised of less than 7.5 hours in any pay period, except where such arrangements are requested by the employee.
- (e) Employees working tours comprising of less than 7.5 hours, shall not be scheduled to work more than five (5) consecutive tours.
- (f) Premium Pay in accordance with the Central Collective Agreement shall be paid for all hours worked in excess of those hours scheduled.

F-15 Full time employees shall be considered for temporary full time vacancies on the same basis as regular part-time employees in accordance with Article 10 of the Central Collective Agreement. The Hospital reserves the right to restrict the number of full time employees from one (1) area who can fill temporary vacancies at any one (1) time. A full time employee 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 requests will be considered as applications for temporary vacancies of greater than six (6) months.

F-16 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. Normal tours of duty will not be changed without the express agreement of both parties. Such agreement will not be unreasonably withheld by either party. All agreed upon variations to normal tours on any unit will be identified in a Letter of Understanding appended to this collective agreement.

F-17 Standard Day - For overtime purposes, the Standard Day for all employees covered by this Agreement shall be defined as a twenty-four (24) hour period beginning at:

0700 - 1500 - Day tour  
1500 - 2300 - Evening tour  
2300 - 0700 - Night tour

F-18 The day shift is the first shift of the day for all scheduling purposes.

F-19 There shall be equitable distribution of shift work amongst employees in a unit working the same shift rotation.

F-20 There will be no split shifts scheduled.

F-21 Extended Tours

(a) The normal schedule for full-time extended tour employees shall be 1950 hours in a one year period. The hours of work for extended tour employees shall be averaged over a specific period to meet the needs of the scheduling requirements of each unit. Such averaging shall be agreed upon between the Hospital and the Union and is subject to approval by the Director of Employment Standards as required.

(b) Generally extended tours shall be defined as:

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.

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

(d) 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.



- (e) Full-time employees will be scheduled at least two (2) consecutive days off.
- (f) There will be no split shifts.
- (g) Unless otherwise requested by a nurse in writing, there shall be at least twelve consecutive hours off between scheduled tours of duty.
- (h) An employee will receive premium pay for all hours worked at the Employer's request where she has received less than the minimum number of hours off since her last tour or more than the maximum number of consecutive tours.
- (i) Employees will be scheduled every other weekend off.
- (j) An employee receives premium pay for all hours worked on a second consecutive and subsequent weekend, save and except where:
  - i) Such weekend has been worked by the employee to satisfy specific days off requested by such employee;
  - ii) Such employee has requested weekend work;
  - iii) Such weekend is worked as a result of an exchange of shifts with another employee.

Employees called in for weekend work will not have their posted schedule altered or cancelled as a result of the call-in.

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.

- (k) When an employee is off on the weekend, she 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.
- (l) Regular part-time extended tour employees must be available for work at least three (3) extended tours within any biweekly pay period.
- (m) All provisions in Appendix 5 of the Collective Agreement will apply to employees working extended tours unless expressly amended herein.

- (n) All full-time and part-time employees shall be required to work extended tours in those areas where the compressed work week is scheduled.

## **ARTICLE G - EXTENDED TOURS**

### **G-1 Introduction and Discontinuation of Extended Tours**

- (a) An extended tour rotation shall be introduced on the following basis:
  - i) 70% of the full-time and regular part-time nurses assigned to the unit so indicate by secret ballot
  - ii) The Hospital agrees to implement the compressed work week. Such agreement shall not be withheld in an unreasonable, arbitrary manner.
- (b) An extended tour rotation may be discontinued on the following basis:
  - i) 60% of the full-time and regular part-time nurses assigned to the unit so indicate by secret ballot; or
  - ii) the Hospital because of:
    - A) adverse effects on patient care,
    - B) inability to provide a workable staffing schedule
    - C) financial constraints, or
    - D) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,states its intention to discontinue the extended tour in the schedule.
- (c) When notice of discontinuation is given by either party in accordance with paragraph b) above, then:
  - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - ii) where it is determined that the compressed work week will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended.

G-2

If the Hospital and the Union agree to a Unit Weekend Schedule pursuant to Article 13.04 of the Central Collective Agreement, the following conditions will apply:

(a) Introduction and Discontinuation of Unit Weekend Schedule

- i) When eighty percent (80 %) of the full-time and regular part-time nurses assigned to the unit indicate, by secret ballot, their willingness to participate in a master schedule that accommodates the Unit Weekend Worker, the Union and the Employer will meet forthwith to arrange for such a trial. The secret ballot will be conducted solely by the Union and the Union will post the results.
- ii) The positions required to accommodate the Unit Weekend Schedule will be posted on the Unit and filled by seniority from amongst the full time employees on the unit. If the position is from a vacancy it will be filled in accordance with Article 10.06(a). The filling of such positions will not result in the lay off or loss of hours of any full time or regular part time employee.
- iii) A trial of the Unit Weekend Schedule will run for a six (6) month period agreed upon by the parties. After five (5) months of the trial period, a meeting will be held with the unit, Hospital and the Union to evaluate the trial period and to make recommendations to improve the schedules, if needed. A further vote will then be conducted on the Unit. Where the employees in the positions agree and at least eighty percent (80%) of the employees on the unit indicate their willingness to continue with the new master, the arrangement will continue.

(b) Discontinuation

- i) Employees in these positions may discontinue the Weekend Schedule with thirty (30) days notice. Such position will be posted in accordance with number 2 above. If there is no applicant, the Weekend Schedule will be discontinued.
- ii) Either party may discontinue the Weekend Schedule with ninety (90) days notice. Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation shall not be unreasonable or arbitrary.

- iii) Should the Weekend Schedule be discontinued, the employees in these positions will revert back to their previous positions and the previous master rotation will be put in place.

(c) Averaging of Hours

The Hospital, the weekend worker and the Union will meet to determine the scheduling of the additional seven point five (7.5) hour week day tour before the weekend schedule is put into place.

Notwithstanding, the parties agree that it is permissible for the nurse to work four (4) 11.25 hour tours over each six (6) week schedule rather than six (6) 7.5 hour tours.

(d) Paid Holiday Bank/Vacation Bank

Carry over provisions:

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

(e) Scheduling Provisions

The Hospital and the Union will discuss the local scheduling objectives and determine their application to weekend worker and the effects on other employees before the implementation of the weekend worker schedule.

G-3

If the Hospital and the Union agree to Innovative Schedules pursuant to Article 13.03 of the Central Collective Agreement, the following conditions will apply:

(a) Introduction and Discontinuation of Innovative Schedules;

i) When eighty percent (80 %) of the full-time and regular part-time nurses assigned to the unit indicate, by secret ballot, their willingness to participate in a master schedule that accommodates the Innovative Schedule, the Union and the Employer will meet forthwith to arrange for such a trial. The secret ballot will be conducted solely by the Union and the Union will post the results.

ii) The positions resulting from the Innovative Schedule will be posted on the Unit and filled by seniority from amongst the full time employees on the unit. If the position is from a vacancy it will be filled in accordance with Article 10.06(a). The filling of such positions will not result in the lay off or loss of hours of any full time or regular part time employee.

- iii) A trial of the Innovative Schedule will run for a six (6) month period agreed upon by the parties. After five (5) months of the trial period, a meeting will be held with the unit, Hospital and the Union to evaluate the trial period and to make recommendations to improve the schedules, if needed. A further vote will then be conducted on the Unit. Where the employees in the positions agree and at least eighty percent (80%) of the employees on the unit indicate their willingness to continue with the new master, the arrangement will continue.

(b) Discontinuation

- i) Employees in these positions may discontinue the Innovative Schedule with thirty (30) days notice. Such position will be posted in accordance with number (a) ii) above. If there is no applicant, the Innovative Schedule will be discontinued.
- ii) Either party may discontinue the Innovative Schedule with ninety (90) days notice. Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation shall not be unreasonable or arbitrary.
- iii) Should the Innovative Schedule be discontinued, the employees in these positions will revert back to their previous positions and the previous master rotation will be put in place.

G-4

Self-Scheduling

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

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

- (b) Self scheduling will be discontinued when:
  - i) fifty-one percent (51%) of the employees in the unit indicate by secret ballot.
- (c) When notice of discontinuation is given by either party, then:
  - i) the parties shall meet within two (2) weeks of giving notice to review the reasons for discontinuation with a view to resolving any problems.
  - ii) where it is determined that the self scheduling will be discontinued, affected employees shall be given a minimum of sixty (60) days' notice before the schedules are amended.
- (d) Schedules established through self scheduling shall not violate the scheduling provisions set out in the Collective Agreement.

## G-5

Master Rotations

- (a) Master rotations will not be changed without the agreement of the employees on the unit. Such agreement will be secured by a secret ballot vote of the employees. Where two (2) part-time employees share a full-time position in a job sharing arrangement, the regular part-time employees in the job sharing arrangement will be entitled to one (1) vote. The vote must equal or exceed eighty percent (80%) of the employees on the unit who vote on a master rotation for the master rotation to be changed.
- (b) Where a master rotation schedule is changed due to a permanent long-term layoff, or the addition of new full-time positions, the employee on the affected unit will be provided with 90 days' notice that their master rotation may be amended.

Where a master rotation schedule is changed pursuant to the above, individual schedule rotations will be awarded on the basis of seniority. Where the master rotation contains a job sharing arrangement, the seniority of the two regular part-time employees sharing the full-time position will be added together and divided by 2 to determine the seniority to be used for the awarding of the rotations.
- (c) Individual lines on a master rotation shall not be changed without forty-five (45) days notice and prior discussion between the employee affected and his/her immediate supervisor. Such change shall not be done in an arbitrary or unreasonable manner.

G-6 Voting Procedure

Where a vote is to be taken pursuant to Article G of the Collective Agreement, the following procedure will be followed:

- (a) A notice will be provided to all eligible voters indicating time and location for the vote to take place.
- (b) A voter's list of all full-time and regular part-time employees assigned to the unit or floor voting, will be prepared and agreed to by the Union and the Employer. Casual employees working in temporary full-time or temporary regular part-time positions will be excluded from the voter's list.
- (c) If an employee is currently on a leave of absence or illness, she may come into the Hospital to vote, but cannot vote by proxy.

Any relief employee who is not normally assigned to the unit or floor, and who is filling in for leaves of absence or illness, expected to exceed fifteen (15) weeks, is eligible to vote.

- (d) The ballot box will be manned during voting times by a person or persons agreed upon by the Union and the Employer.
- (e) 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.
- (f) The vote will take place over a one (1) day period at times suitable to accommodate all changes of shifts.
- (g) The box will be opened and the votes counted in the presence of an ONA Executive representative and an Employer representative.
- (h) A vote in favour of implementation of innovative scheduling will result in a trial period being held prior to a second vote being taken. The trial period as per G-3 (a) iii) is six (6) months, but may be amended with the agreement of the parties.

**ARTICLE H – MODIFIED WORK**

- H-1 The Hospital will notify the Bargaining Unit President and the Labour Relations Officer of the names of all employees who go off work due to a work related injury or when an employee goes on LTD.

The information provided will include;

- (a) date and type of injury (only with the express written consent of the employee)
- (b) current listing of ONA members on a rehabilitative return to work program
- (c) current listing of all ONA members off for thirty (30) days or longer due to illness.

H-2 When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with representatives of the Ontario Nurses' Association and the employee affected to discuss the circumstances surrounding the employee's return to suitable work.

H-3 The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

H-4 Modified Work/Return to Work Programs

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

The parties undertake to provide safe and meaningful and physically and psychologically safe employment for both permanently or temporarily disabled employees as defined by current legislation based on the following principles:

- i) An employee has the right to employment following an injury or illness if the Employee is able to perform either the essential duties of their pre-injury/illness job or any other suitable available modified work, as stipulated by a regulated health care professional.
- ii) An employee participating in this program will be paid their applicable hourly rate in accordance with the Collective Agreement or at the rate of the accommodated job, whichever is higher.



(b) Return to Work Plan

When it has been medically determined that an employee is ready to return to work the Hospital and the Union will meet with the affected employee and the manager to create and recommend a return to work plan. The Plan will include developing and recommending strategies for:

- i) Safely integrating accommodated workers back into the workplace
- ii) Educating employees about the legal, personal, organizational aspects of disabled workers to work
- iii) In creating a return to work plan, the Hospital, the Union and the manager will examine the disabled employee abilities and accommodation needs to determine if the employee can return to her:
  - A) Original position
  - B) Original unit
  - C) Original unit/position with modifications to the work area and/or equipment and/or the work arrangement
- iv) In creating a return to work plan, the committee will consider the employee's abilities and accommodation needs and if she is unable to return to work in accordance with iii) above, the committee will identify any positions in the Hospital in which the employee may be accommodated.
- v) An employee in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such employee will remain on a list of employees requiring permanent accommodation until appropriate permanent accommodation has been offered.
- vi) The parties recognize that more than one (1) employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the parties agree that in complying with Articles iii), iv) and v) above, they must balance additional factors including in no particular order:

- A) skills, ability and experience
  - B) ability to acquire skills
  - C) path of least disruption in the workplace
  - D) the principle that more should be done to provide work to someone who otherwise would remain outside the active workforce
  - E) seniority
- vii) When more than one employee is deemed by the committee to be suitable for a particular position or arrangement, and the factors set out in Articles iii), iv), v) and vi) are relatively equal, seniority shall govern.
- viii) The committee will monitor the status of accommodated employees and the status of employees awaiting accommodation.

### **ARTICLE I - SENIORITY**

- I-1 A copy of the full-time, regular part-time and casual part-time seniority lists will be posted on January 15th and July 15th of each calendar year on designated bulletin boards with a copy forwarded to the Bargaining Unit President.

### **ARTICLE J - EARNED LEAVE (VACATIONS)**

- J-1
- (a) The date for determining vacation entitlement under Article 16.01 shall be March 31<sup>st</sup>.
  - (b) Part-time employees shall be granted four weeks' leave of absence for vacation purposes. Leaves of absence of greater than four (4) weeks shall be granted to employees who qualify for additional vacation.
  - (c) For scheduling purposes, the vacation planner will be from April 1 to March 31 of the following year.
  - (d) Vacation planners showing the nurse's seniority ranking and projected amount of vacation entitlement, shall be posted no later than February 1st. The nurses, in order of seniority, will indicate their preferences for vacation no later than March 1st. Once an employee

has indicated a preferred vacation period, she may not exercise seniority rights to change this stated period.

- (e) The finalized approved vacation planner will be posted by the Hospital by the next pay period beginning on or after March 31<sup>st</sup>.
- (f) Nurses will be notified by May 1<sup>st</sup> as to their approved vacation for the summer period (June 15 – September 15). Approved vacation entitlements shall not be changed unless mutually agreed to by the employee and the employer. The schedule will be posted in the usual manner described in Article F-2.
- (g) In scheduling vacation requests, preference will be given to nurses in accordance with their seniority provided the nurse exercises this right by March 1st, after which time vacation requests, which must be in writing, will be scheduled on a first come, first served basis.
- (h) The Hospital shall grant vacation requests subject to the staffing requirements of the Hospital and such requests shall not be unreasonably denied.
- (i) Accumulation of up to ten (10) vacation days from one vacation year to the next shall be permitted upon written request. If the vacation is not utilized before the last pay in March, it will be paid to the nurse the last pay in March, unless prior arrangement have been agreed to by the parties.
- (j) The Hospital shall 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 J-1 (d).
- (k) Part-time employees will receive their vacation pay bi-weekly.
- (l) All normal deductions made from employee's pay will be made from the vacation pay.
- (m) Vacations may be scheduled to commence on a day other than Monday.

J-2 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.

J-3 The Hospital will provide accumulated current entitlement of vacation on each pay cheque and if possible, the amount of vacation earned in the bi-weekly period.

J-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 planner. It is also understood that where the quota has not been met by either full time or part time that either category will be allowed to meet the quota.

**ARTICLE K - HOLIDAYS**

K-1 The recognized holidays for this Agreement shall be:

1. New Year's Day - January 1
2. Family Day – 3<sup>rd</sup> Monday in February
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day - July 1
7. Civic Holiday
8. Labour Day
9. Thanksgiving Day
10. Remembrance Day- November 11
11. Christmas Day - December 25
12. Boxing Day - December 26

K-2 When an employee is scheduled off on a Saturday and Sunday, she shall be scheduled off the holiday which occurs on the Monday and/or Friday.

When an employee is scheduled to work a Saturday and Sunday, she shall be scheduled to work the holiday which occurs on the Monday and/or Friday.

When an employee is scheduled to work either Saturday or Sunday of a holiday weekend and there is an available shift on the actual holiday(s) the employee who is scheduled to work either Saturday or Sunday will be scheduled for the holiday shift if that is their desire. If more than one (1) employee qualifies for the shift on the holiday seniority will be the deciding factor.

If there is available work on a holiday Friday and Monday the employee who is scheduled to work either Saturday or Sunday of that weekend will be scheduled for the holiday shifts if that is their desire. If more than one (1) employee qualifies for the shifts each employee will be scheduled for one (1) shift or if more than two (2) employees qualify seniority will be the determining factor.

## K-3 (Applies to full-time only)

The lieu day for work performed on a paid Holiday will be taken either thirty (30) days prior to or sixty (60) days after the holiday. The Hospital shall endeavour to grant such day off as is mutually agreed upon between the Department Head and the employee concerned. Wherever possible, lieu days shall be taken in conjunction with days off of the employee unless the employee requests otherwise.

## K-4 (Applies to Part-time only)

The Hospital shall endeavour to schedule part-time employees to work on paid holidays on an equitable basis.

## K-5 (a) For 7.5 hour tours, where a regular shift commences the night prior to a designated holiday and continues into the holiday, or where a regular shift commences on a designated holiday and continues into the next day, the employee shall be paid for work performed as follows:

- i) Where the majority of hours worked falls within the holiday, all hours worked in the shift shall be for payment purposes, considered to be the holiday;
- ii) Where the majority of hours worked falls outside the holiday, all hours worked in the shift shall be paid for at straight time rates.

(b) For 11.25 hour tours, an employee will be paid time and a half (1 ½) for the hours actually worked during the twenty-four (24) hours of the designated holiday, e.g. January 1<sup>st</sup> 0001- 2400. This may result in premium payment for part of a shift and regular straight time hourly rate for part of a shift.**ARTICLE L - SICK LEAVE**

## L-1 Any employee who, because of sickness or injury, is unable to report in person to work must notify her immediate supervisor or appointee designated thereby at least one (1) hour prior to the employee's normal starting time for the day shift and at least three (3) hours prior to the employee's normal starting time for the afternoon and night shifts.

## **ARTICLE M – MISCELLANEOUS**

- M-1 The Hospital shall provide bulletin boards for the use of the Association, which bulletin boards shall be designated as "Association Bulletin Boards". The Association shall maintain a union binder at each nursing station for the posting of information of interest to its members including a copy of the current Collective Agreement.
- M-2 An employee, without jeopardizing her position or employment status, should be allowed to remove herself or refrain from becoming involved in a situation which, in her judgement, is incompatible with her conscience or preparation except in an emergency situation where the act of her withdrawal of service would place the patient's life in immediate danger.
- M-3 Where the employee's access roads are closed during inclement weather by the Department of Transportation or the police and the employee is unable to reach the Hospital, she shall have the option of using a vacation day/lieu day or leave of absence without pay.
- M-4 Notification to Unsuccessful Job Applicants
- The parties agree that any unsuccessful internal 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.
- The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.
- M-5 Voluntary Regular Part time Benefits – Process for Payment
- The Employer agrees to provide part-time employees 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 part-time employees who participate will assume the employer and employee monthly costs of premiums.
- Any part-time employee 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 on the first of each and every month.
- The Employer will notify the Union and part-time employees of the benefit costs in January of each year, and each time the benefit costs are changed.

M-6 Retiree Benefits – Process for Payment

Any bargaining unit employee who retires and wishes to participate in the benefit plans as outlined in Article 17.01 (h) will provide 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 of the benefit costs to retired employees in January of each year, and each time the benefit costs are renegotiated by the Employer.

M-7 Whenever possible, an employee voluntarily ceasing her employment will give the Hospital two (2) weeks' notice in writing.

M-8 The Hospital will provide yearly BCLS courses.

M-9 An employee who is underpaid as a result of an Employer error, upon request, will have a separate cheque issued to her as soon as possible but no later than two (2) working days (payroll working days) following the request.

M-10 Jury and Witness Duty

Nurses required to serve on or attend any of the proceedings outlined in Article 11.06 of the Central Collective Agreement shall have their schedule changed to reflect the day tour for the time they are required to attend. The Employees will not be required to work a scheduled weekend in the same week in which they attended these proceedings, if their regular attendance has equaled or is greater than 37.5 hours during the week. Changes to an Employee's schedule to comply with this provision shall not give rise to premium pay entitlement.

M-11 The parties agree that copies of this contract shall be available electronically. Both electronic and printed versions of the collective agreement are to be made available. It is further understood that the employee will request a printed version if needed.

**ARTICLE N - PRE-PAID LEAVE PLAN**

N-1 The number of employees off work at any one time shall be one (1) full-time employee and one (1) part-time employee.

**ARTICLE O - JOB SHARING**

- O-1 If the Hospital and the Union 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 and will be subject to mutual agreement between the Hospital and the Union. If more than one nurse desires to share their position, the decision of which job will be shared shall be based on seniority.
  - (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 according with Article 10.07.
    - ii) Any full-time nurse who has received approval to have their position changed to job sharing may do so without having their half of the position posted. The other half of the job sharing position must be posted and the selection based on the criteria set out in the Collective Agreement according with Article 10.07.
  - (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 nurse will have the option of continuing the full-time position or reverting to her former position. If they do not continue full-time, the position must be posted according to the Collective Agreement according with Article 10.07.
  - (d) Total hours worked by the two job sharers shall be equal to one (1) full-time position. The division of these hours over the schedule shall be determined by mutual agreement between the two nurses and the Chief Nursing Executive. The determination must be made before the schedule is posted. Notwithstanding Article F-13(c) job sharers shall not be required to work any tours outside the tours of the full-time position.
  - (e) Posted schedules for the job sharers shall be based on the schedules that would apply to a full time nurse holding that position. Nurses involved in a job sharing arrangement will be classified as regular part-time.



- (f) 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.
- (g) Each job sharer may exchange shifts with her/his partner, as well as with other nurses in accordance with the Collective Agreement.
- (h) Coverage
  - i) It is expected that both job sharers will cover each other's vacation and endeavour to cover incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Unit Manager 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 (1) member of the job sharing arrangement goes on a leave of absence, pregnancy/parental leave, extended sick leave or any leaves pursuant to Article 11 of the central collective agreement, the coverage will be negotiated with the manager, but it is hoped that the remaining member of the position would be prepared to cover the absence as much as possible. If the remaining job sharer cannot cover the leave the other regular part-time employees will be offered the additional tours.
- (i) Job sharers will be entitled to vacation time and pay and paid holidays as provided to regular part-time employees. The job sharers agree to cover up to a maximum of two (2) weeks of each other's vacation during the period of June 15 to September 15. Where the job sharing partner covers her partner's vacation, they shall not form part of any vacation quota.
- (j) Employees will be granted at least five (5) consecutive days off over either Christmas or New Year's. When one or both job sharers work over Christmas, neither can be required to work over New Year's and vice versa, unless mutually agreed otherwise.
- (k) Discontinuation

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

- (l) The job sharer(s) will have the right of reverting to regular part-time, if and when, this Agreement is changed or cancelled.
- (m) Job Sharers shall be treated as regular part-time employees for all purposes under the Collective Agreement except scheduling.

**ARTICLE P - VIOLENCE IN THE WORKPLACE**

P-1 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.

P-2 The Hospital will notify the JHSC and Union in writing of all incidents related to violence within three (3) days. For critical injuries the Hospital will notify the JHSC and the Union immediately and in writing within forty-eight (48) hours. Such notices will contain all of the information as prescribed in section 5 of the Health Care Regulation of the current *Occupational Health and Safety Act*.

The Hospital will provide reimbursement for damages incurred to the employee's personal property such as eyeglasses, ripped uniforms, or personal clothing, as a result of being assaulted while performing her work, upon proof of repair or replacement costs.

**ARTICLE Q – INTERNET, OFFICE, E-MAIL ACCESS**

Q-1 The Employer agrees to provide:

- (a) Computer access and access to e-mail for the Bargaining Unit President and
- (b) Locked file cabinet space.

Q-2 Employees will be responsible to access their Hospital e-mail accounts in a timely manner. The Employer will use this method as a primary means of communication.

**ARTICLE R – ELECTRONIC FORM**

- R-1           The parties agree to use the electronic version of the O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement or the Professional Responsibility Workload Report Form at Appendix 6 of the Hospital Central Agreement.
  
- R-2           The parties agree that hard copies of the electronic forms are valid for purposes of Article 7 and/or 8 of the Hospital Central Agreement.
  
- R-3           The Union undertakes to get a copy of the electronic version signed by the grievor and/or complainant.
  
- R-4           The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration and/or Professional Responsibility Workload complaint proceed to mediation on Independent Assessment Committee.

Dated at Exeter, Ontario, this 19th day of November, 2021

FOR THE EMPLOYER

FOR THE UNION

Jaime Murray

Shelley Spencer  
Labour Relations Officer

Michelle Wick

Brenda Palsa - BUP

Peter Kronenberg

Mel Boles

\_\_\_\_\_

Omar Turk

**LETTER OF UNDERSTANDING**

Between:

**THE SOUTH HURON HOSPITAL ASSOCIATION**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Internship

The parties will meet to negotiate the implementation, guidelines, employee access to the program and expectations of the intern in accordance with Article 9.09 prior to implementation of the program.

Dated at Exeter, Ontario, this 19th day of November, 2021

FOR THE EMPLOYER

FOR THE UNION

Jaime Murray

Shelley Spencer  
Labour Relations Officer

Michelle Wick

Brenda Palsa - BUP

Peter Kronenberg

Mel Boles

\_\_\_\_\_

Omar Turk

## LETTER OF UNDERSTANDING

Between:

### THE SOUTH HURON HOSPITAL ASSOCIATION

And:

### ONTARIO NURSES' ASSOCIATION

Re: Standby/On-Call

Issues arising from this Letter of Understanding will be discussed at the Hospital/Association Meetings.

1. The Hospital will notify the Bargaining Unit President or designate prior to initiating ongoing standby assignments on any other units, or in the Emergency Department on shifts other than those noted below.
2. Standby/On-call shifts may be assigned as follows:
  - a) As needed to comply with this Agreement;
  - b) Additional standby shifts may be scheduled for night shifts when necessary with the agreement of the nurse being scheduled.
3. Employees shall be permitted to exchange their standby assignment with another nurse who has agreed to do so.
4. When a full-time or part-time employee is scheduled for standby on a weekend, she is considered to be "working" the weekend. An employee will not be scheduled for standby on a scheduled day off or scheduled weekend off, unless mutually agreed between the employee and the Hospital.
5. Upon request, employees scheduled for standby shall be provided with means of communicating with the hospital.
6. The Hospital will provide on-site accommodation for employees scheduled for standby.
7. Employees required to take standby duty will endeavour to arrive at the Hospital within 30 minutes, or as quickly as possible. Should a quicker response time be required due to patient acuity, any other nurse may be called in.

Letter of Understanding  
Re: Standby/OnCall  
Page 2

8. The Hospital will inform all new hires of their obligation to take standby/on-call shifts.

Dated at Exeter, Ontario, this 19th day of November, 2021

FOR THE EMPLOYER

FOR THE UNION

Jaime Murray

Shelley Spencer  
Labour Relations Officer

Michelle Wick

Brenda Palsa - BUP

Peter Kronenberg

Mel Boles

\_\_\_\_\_

Omar Turk

## LETTER OF UNDERSTANDING

Between:

### THE SOUTH HURON HOSPITAL ASSOCIATION

And:

### ONTARIO NURSES' ASSOCIATION

Re: Article 13.03 – INNOVATIVE SCHEDULING – Nursing Unit

Whereas the parties have had discussions regarding the Nursing Unit staff working a combination seven and one-half (7.5) hour and eleven and one-quarter (11.25) hour tour schedule, the parties agree to the following:

1. A Master Schedule containing 7.5 hour tours, 11.25 hour tours and combination of 7.5/11.25 hour tours has been designed and will be discussed with the nurses on the Nursing Unit. The schedule will be implemented on a trial basis if approved by eighty percent (80%) of the eligible voters on the Nursing Unit, who vote by secret ballot. At the end of the trial period, a vote to make the schedule permanent will be held. The date of the votes are to be agreed to between the Union and the Employer.
2. Once the schedule has been approved, nurses on the Nursing Unit will choose a schedule line, based on unit seniority and their choice.
3. The extended tour scheduling provisions of the Article F-21 will apply to all hours scheduled, called-in and worked by the nurses except for the following amended provisions:
  - a) A nurse shall not be required to work more than five (5) consecutive combined 7.5 hour and 11.25 hour tours. Premium pay will be paid for all hours worked on the sixth (6<sup>th</sup>) tour and all subsequent consecutive tours until a day off is received.
  - b) When an employee is off on the weekend, she will have fifty-six (56) 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 fifty-six (56) hours stated above, the employee shall be considered to have worked the weekend.



Letter of Understanding

RE: Article 13.03 – INNOVATIVE SCHEDULING – Nursing Unit

Page 2

- c) At least two (2) of the scheduled days off in each pay period will be consecutive days.
  - d) Employees working innovative scheduling will be scheduled off a minimum of forty-eight (48) hours when changing from a night tour to a day tour. Where a nurse is called for an additional tour that commences twenty-four (24) hours after a night tour the nurse may choose to accept the tour or not.
  - e) Unless otherwise requested by the nurse in writing, there shall be eleven (11) hours off between scheduled tours of duty.
  - f) It is understood that F-21(i) does not apply to innovative schedules.
4. 7.5 hour tours will be scheduled according to the terms of the Collective Agreement unless amended in this Letter of Understanding.
5. Either party may discontinue this innovative scheduling arrangement following the procedure in Article G-3.

Dated at Exeter, Ontario, this 19th day of November, 2021

FOR THE EMPLOYER

FOR THE UNION

Jaime Murray

Shelley Spencer

Labour Relations Officer

Michelle Wick

Brenda Palsa - BUP

Peter Kronenberg

Mel Boles

\_\_\_\_\_

Omar Turk

**LETTER OF UNDERSTANDING**

Between:

**THE SOUTH HURON HOSPITAL ASSOCIATION**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Regular Part-time Commitment

Notwithstanding Article F-13(a) the parties agree that certain nurses maintain a commitment level to be available to work two (2) 11.25 hour tours in a bi-weekly pay period.

1. It is agreed that this commitment level applies to:  
  
Brent McDonald
2. The parties agree that this commitment level will remain unchanged so long as these nurses remain in their current positions or make written request to increase their commitment to that provided for in Article F-13(a).

Dated at Exeter, Ontario, this 19th day of November, 2021

FOR THE EMPLOYER

FOR THE UNION

Jaime Murray

Shelley Spencer  
Labour Relations Officer

Michelle Wick

Brenda Palsa - BUP

Peter Kronenberg

Mel Boles

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Omar Turk

## LETTER OF UNDERSTANDING

Between:

### THE SOUTH HURON HOSPITAL ASSOCIATION

And:

### ONTARIO NURSES' ASSOCIATION

RE: Innovative Scheduling- Day-Day-Night Night ("DDNN") Shifts, Emergency Department

WHEREAS the workers have voted to approve an innovative schedule of 12 hour shifts, AND WHEREAS the workers have expressed interest in a "DDNN" schedule of shifts, NOW THEREFORE the parties agree to the following regarding DDNN shifts:

1. All provisions of the ONA Central and Local Collective Agreements will continue to apply except where amended below.
2. Schedules shall be six (6) weeks in duration, updated every two (2) weeks continuously.
  - a. It is understood and agreed that the provisions of Article J-1(f) re: summer schedules do not apply to DDNN schedules.
3. Workers in a Job Sharing arrangement will be scheduled as one full-time line, in accordance with Article 0-1 (d). All provisions of this Letter of Understanding are understood to apply to Job Share workers, except where otherwise noted.
  - a. A Nurse scheduled to a "DDNN" schedule will be scheduled additional hours if such Nurse's normal work schedule over a calendar year would not provide opportunity to work one thousand nine hundred and fifty (1,950) hours. It is understood that such additional hours scheduled shall be paid at the nurse's regular straight time hourly rate, not used for purposes of any premium payments and not be construed as a guarantee of hours of work.

Nurses working on a "DDNN" shift schedule with the additional shift as described in the above paragraph are considered to be full-time, as defined in the central provisions. Nurses who wish to utilize overtime hours already in their lieu bank and/or vacation time for such pensionable hours shall be permitted to draw 11.25 hours and apply this towards the 1,950 hours.

Letter of Understanding

RE: Innovative Scheduling- Day-Day-Night Night ("DDNN") Shifts, Emergency Department

Page 2

It is understood that Job Share lines will be entitled to the additional shift as outlined above.

A Nurse who works on a "DDNN" schedule is encouraged to submit their request(s) in writing for the scheduling of these additional shifts by November 1<sup>st</sup> for the year following. The Hospital shall endeavour to honour the preferences of the Nurse.

4. Where the worker works in excess of 75 hours in a pay period as a result of scheduled shifts or a mutual agreement, they shall not be entitled to overtime.
5. It is understood that fulltime and job share innovative, DDNN master rotations, may be amended to include composite shifts by virtue of staffing requirements. Master rotations will otherwise be adhered to.
6. Where a two-shift schedule is in operation, the employer will endeavour to provide fifty per cent (50%) of time on the day tour unless mutually agreed otherwise.
7. Workers in a DDNN schedule shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid premium pay for the fifth (5<sup>th</sup> and subsequent day until a day off is scheduled. Except under the following circumstances:
  - a. Where a worker works a fifth (5<sup>th</sup> consecutive tour as a result of a trade or mutual agreement.
  - b. Individual Special Circumstances agreements.
8. Workers shall be entitled to no fewer than eleven (11) hours free from work between shifts.
9. Full-time employees in a DDNN schedule shall receive every fourth (4<sup>th</sup> weekend off).
  - a. The weekend period is as defined in Article F-8.
10. Workers will receive premium pay- as defined in Article 14- for all hours worked on a fourth) consecutive weekend, save and except under the circumstances described below:
  - a. Where such weekend has been worked by the worker to satisfy specific days off requested by the worker;
  - b. Such worker has requested weekend work;

Letter of Understanding

RE: Innovative Scheduling- Day-Day-Night Night ("DDNN") Shifts, Emergency Department

Page 3

- c. Such weekend is worked as a result of an exchange of shifts with another worker.

It is understood that premiums apply to the 4th consecutive weekend only, and is not applicable to any subsequent weekends.

- 11. It is understood and agreed that the provisions of Article K-2 do not apply to DDNN schedules.

*Clauses 12 - 14 are applicable to full time employees only:*

- 12. Upon the conclusion of the fourth (4<sup>th</sup> tour- i.e.: the 2<sup>nd</sup> "N" in the "DDNN" scheduling pattern- the worker shall receive five (5) consecutive scheduled days off, notwithstanding one (1) additional shift to be scheduled approximately every eighteen (18) weeks (see #4, above).
- 13. The Hospital shall distribute statutory holidays within the schedule.
- 14. It is understood that vacation pay shall be disbursed on the basis of one shift being equal to 11.25 hours pay.
  - a. Vacation entitlements shall accrue on the basis of hours' pay for employees whose regular hours of work are other than the standard work day, as described in Article 16.

*Clauses 15 and 16 are applicable to job share employees only:*

- 15. Where a regularly scheduled shift is divided, and both partners of a job share work a portion of the same regularly scheduled shift, the entire shift will be classified as mutually agreed for all intents and purposes, including and not limited to premium provisions arising as a result.
- 16. Job share Nurses are eligible to be scheduled for all shifts available in advance of the schedule being posted over and above the hours scheduled in their Job Share line, which is their minimum commitment. Scheduling of shifts will be according to their expressed commitment reviewed every six (6) months. Such shifts will be scheduled in the following order:
  - a. To part-time Nurses to their expressed commitment
  - b. To Job Share Nurses to their expressed commitment
  - c. To Casual Nurses

Letter of Understanding

RE: Innovative Scheduling- Day-Day-Night Night ("DDNN") Shifts, Emergency Department

Page 4

- 17. The DDNN schedule may be discontinued under the following circumstances:
  - a. 50% of the Nurses assigned to the unit so indicate by secret ballot, or,
  - b. The Hospital discontinues because of adverse effects on patient care, or,
  - c. The Hospital is unable to provide a workable staffing schedule, or,
  - d. The Hospital experiences financial constraints, or,
  - e. The Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
  
- 18. When notice of DDNN schedule discontinuation is given by either party in accordance with #18, above, then:
  - a. The parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuation, and,
  - b. Where it is determined that the DDNN schedule will be discontinued, no less than sixty (60) days' notice shall be given to the affected employees.
  
- 19. The parties agree that the choosing of the Nurse master schedule lines will be on the basis of seniority for the unit in question.
  
- 20. It is understood and agreed that, in agreeing to this Letter of Understanding, the following existing Letters of Understanding are revoked and no longer in effect:
  - a. Re: Article 13.03 - INNOVATIVE SCHEDULING - Emergency Department
  - b. Re: Supernumerary 12 hour Emergency / In-Patient Night Tours.

Dated at Exeter, Ontario, this 19th day of November, 2021

FOR THE EMPLOYER

FOR THE UNION

Jaime Murray

Shelley Spencer  
Labour Relations Officer

Michelle Wick

Brenda Palsa - BUP

Peter Kronenberg

Mel Boles

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Omar Turk