

**COLLECTIVE AGREEMENT**

Between:

**TILLSONBURG DISTRICT MEMORIAL**  
(Hereinafter referred to as “the Employer”)

A N D:

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

**Expiry date: March 31, 2023**

## APPENDIX 3

SALARY SCHEDULESRegistered Nurse

Hourly Rate

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

Graduate Nurse

Hourly Rate

	<u>1-Apr-21</u>	<u>1-Apr-22</u>
<b>Start</b>	\$32.72	\$33.05
<b>1 Year</b>	\$32.75	\$33.08
<b>2 Years</b>	\$33.23	\$33.56
<b>3 Years</b>	\$34.66	\$35.01
<b>4 Years</b>	\$36.19	\$36.55
<b>5 Years</b>	\$37.98	\$38.36
<b>6 Years</b>	\$39.68	\$40.08

RN Educator

Hourly Rate

	<u>1-Apr-21</u>	<u>1-Apr-22</u>
<b>Start</b>	\$35.90	\$36.26
<b>1 Year</b>	\$36.06	\$36.42
<b>2 Years</b>	\$36.62	\$36.99
<b>3 Years</b>	\$38.34	\$38.72
<b>4 Years</b>	\$40.05	\$40.45
<b>5 Years</b>	\$42.19	\$42.61
<b>6 Years</b>	\$44.36	\$44.80
<b>7 Years</b>	\$46.52	\$46.99
<b>8 Years</b>	\$49.69	\$50.19
<b>25 Years</b>	\$50.53	\$51.04

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

## **APPENDIX 4**

### **SUPERIOR CONDITIONS**

#### **ARTICLE I – SENIORITY**

Pursuant to the Central Document, Article 10.04 and obsolete Article 11.04 (a) Effect of Absence Full-Time

Service shall accrue for a period of one (1) year if an employee's absence is due to disability resulting in Workplace Safety Insurance Benefits or LTD benefits including the period of the disability program covered by Unemployment Insurance. Seniority shall accrue for the full period of the absence.

Pursuant to the Central Document, Article 10.05 and obsolete Article 11.04 (b) Effect of Absence Part-Time

Service shall accrue for a period of one (1) year if an employee's absence is due to disability resulting in Workplace Safety Insurance Benefits.

Pursuant to the Central Document, Article 10.11 and obsolete Article 11.12 (a)

In the event that an employee is transferred out of the bargaining unit under article 11.12 (a) for a period of six months, or an academic year, and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service, or benefits. It is understood and agreed that an employee may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties

#### **ARTICLE II – LEAVES OF ABSENCE**

Pursuant to the Central Document, Article 11.06, and obsolete Article 12.07

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required to attend as a witness at a College of Nurses of Ontario Hearing, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at a Hospital, the employee shall not lose service/seniority or regular pay because of such attendance and shall not be required to work on the night shift prior to, or on the day of such duty provided that the employee.

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**ARTICLE A - RECOGNITION**

A 1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all registered and graduate nurses employed in a nursing capacity by Tillsonburg District Memorial Hospital in Tillsonburg, save and except Clinical Leader, persons above the rank of Clinical Leader, Infection Prevention and Control Professional, Employee Health and Wellness Nurse, Professional Practice and Quality Facilitator and Diabetes Education Program Coordinator.

**ARTICLE B – MANAGEMENT RIGHTS**

B 1.01 The Union recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except specifically limited by the provisions of this Agreement, and without restricting the foregoing the Union acknowledges that it is the exclusive function of the Hospital to:

- (a) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees for just cause, provided that any such action contrary to the provisions of this Agreement may be subject of a grievance and dealt with as provided herein;
- (b) Determine in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;
- (c) 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, the service to be performed and the methods, procedures and equipment in connection therewith.

B 2.01 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

**ARTICLE C – UNION COMMITTEES AND REPRESENTATIVES**

C 1.01 Meetings

The Hospital will endeavour to hold Hospital/Union 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 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.

C 2.01 Union Interview

Union interviews pursuant to Article 5.06 will be scheduled in advance at a mutually agreeable time, the parties will endeavour to schedule within one (1) month of the new hires' start date.

The Hospital will provide the Bargaining Unit President with a list of names of new hires and their nursing orientation schedule.

C 3.01 Union Representatives

The Hospital will recognize four (4) employee representatives. There will be at least one (1) full-time and one (1) part-time member selected from among the employees in the bargaining unit.

C 4.01 Grievance Committee

It is understood that in dealing with grievances, the Hospital will meet with a Grievance Committee of two (2) employee representatives representing employees covered under this Agreement and the Chairman of the Grievance Committee.

C 5.01 Negotiations Committee

The Hospital will recognize a Negotiating Committee of four (4) employees employed by the Hospital.

C 6.01 Hospital Association Committee

There shall be a Hospital Association Committee consisting of three (3) Union members (one of whom will be the President or her designee) and three (3) members of the Management of the Hospital (one of whom will be the Chief Nursing Executive and/or designate).

C 7.01 Professional Development Committee

This committee shall consist of three (3) representatives of the Hospital, one (1) of whom shall be the Chief Nursing Executive and/or designate and another Human Resources representative; and three (3) members of the Union, one (1) of whom shall be the Bargaining Unit President or designate. Where an employee elects equivalent time off, such time must be taken within a reasonable period of time and at a time mutually agreed upon by the parties.

**ARTICLE D – SCHEDULING OF WORK**

D 1.01 Pursuant to Article 14.10 the evening shift is defined as 1500 hours to 2300 hours. The night shift is defined as 2300 hours to 0700 hours.

D 2.01 An employee will receive payment for all hours worked on a third consecutive and subsequent weekend until a weekend off is scheduled, save and except where:

- i) such weekend has been worked by the employee to satisfy days off, requested by such employee; or
- ii) such employee has requested weekend work; or
- iii) such weekend is worked as the result of an exchange of tours with another employee.

D 3.01 (a) Work schedules of six (6) weeks' duration shall be posted at least two (2) weeks in advance, unless mutually agreed otherwise by the parties. The hospital will endeavour to schedule all shifts at the time of posting.

(b) Requests for vacation, lieu time or specific days off will be submitted 2 weeks in advance of the posted schedule and be granted on the basis of seniority. Requests made after the deadline will be granted on a first come first served basis.

D 4.01 Extended Tours

When the parties are desirous of implementing Extended Tour scheduling the terms of such scheduling will be consistent with the terms of the Collective Agreement.

The parties shall meet to decide the names of the employees on each unit who are eligible to vote. Part-time employees may vote on any two (2) units where they work the greatest number of hours.

(a) Introduction and Discontinuation of Extended Tours

- i) An Extended Tour shall be introduced on the following basis:
  - A) 75% of the employees who vote so indicate by secret ballot.
  - B) The Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonable arbitrary manner.
  - C) An introduction vote may be held twice in the first year, at least six (6) months apart and thereafter no more frequently than every twelve (12) months.

- ii) An Extended Tour may be discontinued in any unit when:
  - A) 60% of the employees in the unit so indicate by secret ballot; or
  - B) the Hospital because of:
    - 1) adverse effects on patient care;
    - 2) inability to provide a workable staffing schedule;
    - 3) adverse financial effects;states its intention to discontinue the extended tour in the schedule.
  - C) a discontinuation vote may be held no more frequently than once every twelve (12) months following the completion of the trial period.
- iii) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
  - A) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - B) 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.

D 5.01 2D 2N Extended Tour Rotation

When the Hospital and the Union agree, the 2D 2N extended tour rotation shall be instituted when seventy five percent (75%) of the employees who vote on a particular unit have so indicated by secret ballot.

- (a) An Extended Tour may be discontinued in any unit when:
  - i) 60% of the employees in the unit so indicate by secret ballot; or
  - ii) the Hospital because of:
    - 1) adverse effects on patient care;
    - 2) inability to provide a workable staffing schedule;
    - 3) adverse financial effects;states its intention to discontinue the extended tour in the schedule.
  - iii) a discontinuation vote may be held no more frequently than once every twelve (12) months following the completion of the trial period.



- (b) When notice of discontinuation is given by either party in accordance with paragraph (2) 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.

D 6.01

Ten Hour Tours

- (a) Introduction and Discontinuation of Ten Hour Tours
  - i) When the Hospital and the Union agree, ten hour tours shall be introduced into any unit when 75% of the votes cast in a secret ballot by employees on the unit so indicate.
  - ii) Ten hour tours may be discontinued in any unit when:
    - A) sixty percent (60%) of the employees in the unit so indicate by secret ballot; or
    - B) the Hospital because of
      - 1) adverse effects on patient care,
      - 2) inability to provide a workable staffing schedule; or
      - 3) adverse financial effects;states its intention to discontinue ten hour tours in the schedule.
  - iii) When notice of discontinuation is given by either party in accordance with paragraph (ii) above, then:
    - A) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
    - B) where it is determined that the ten hour tours will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended.

(b) Hours of Work

- i) A regular tour shall be 9.375 consecutive hours exclusive of a total of thirty-seven and one-half (37½) minutes of unpaid mealtime.

- ii) Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37½) minutes.

D 7.01 The Hospital will where possible maintain and achieve the following objectives in the formulation of working schedules for normal daily tours.

- (a) At least one (1) weekend off in three (3).
- (b) No less than two (2) consecutive tours shall be scheduled off between tour changes without consent.
- (c) No split shifts.
- (d) A minimum of three (3) periods of two (2) consecutive days off shall be scheduled during a four (4) week period.
- (e) Employees will not be scheduled to work more than seven (7) consecutive days. Premium will be paid for each tour worked in excess of seven (7) consecutive days, with the exclusion of tours worked as the result of a shift exchange under D16.01.

D 8.01 Scheduling of extended tours shall be in accordance with the following:

- (a) every other weekend off;
- (b) at least forty-eight (48) consecutive hours off to be scheduled following night shifts;
- (c) no split shifts;
- (d) at least two (2) consecutive days off shall be scheduled;
- (e) no more than three (3) consecutive extended tours shall be scheduled for full time nurses;
- (f) not required to work more than two (2) weeks of nights to be followed by at least one week of the day shift;
- (g) 1,950 paid hours in a year schedule

D 9.01 Scheduling of 2D2N extended tours shall be in accordance with article D 7.01 save and except for the following:

- (a) Employees shall not be required to work more than four (4) consecutive tours. Premium pay shall be paid for all tours worked in excess of four (4) consecutive tours, with the exclusion of tours worked as the result of a shift exchange under D16.01.

- (b) Employees shall receive every fourth (4<sup>th</sup>) weekend off, which shall consist of six (6) consecutive extended tours and shall commence no later than 1900 hours Friday.
- (c) Notwithstanding article D 2.01 the following shall apply. An employee shall receive premium pay as per Article 14.03 for all hours worked on a fourth (4<sup>th</sup>) consecutive and subsequent weekend until a weekend off is scheduled, save and except:
  - i) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
  - ii) Such employee has requested weekend work; or
  - iii) Such weekend is worked as the result of an exchange of shifts with other employees.
- (d) Schedules will be developed in such a way so as to ensure that full time employees are scheduled for 1,950 hours per year.

Employees who elect to embed their stats will schedule their stats 30 days before or after the statutory holiday (as per Articles 15 and H). It is understood the twelve (12) statutory holidays will be embedded into their schedule (and paid as 90 hours of holiday pay). Where the employee elects to embed their stats, the employer will schedule during the smaller pay period.

D 10.01 Work schedules for ten hour tours will take into consideration the following:

- (a) No more than four (4) consecutive extended tours shall be scheduled. Premium payment will be paid for each tour worked in excess of four (4) consecutive tours, with the exclusion of tours worked as the result of a shift exchange under D16.01.
- (b) No split shifts.
- (c) Work schedules of four (4) weeks' duration shall be posted at least two (2) weeks in advance.
- (d) Two (2) weekends off out of four (4).
- (e) At least two (2) consecutive days off will be scheduled.

Full-time only:

- (f) One thousand, nine hundred and fifty (1,950) paid hours in a year, to average twenty (24) tours in a six (6) week scheduling period

D 11.01 Employees shall endeavour to notify the Hospital at least one (1) hour before the commencement of their scheduled day shift and at least four (4) hours before the

commencement of their scheduled evening and night shift on the first day of illness when not available for duty.

D 12.01 (applies to part-time only)

Employees covered by this Agreement shall be divided into two (2) classifications designated "Regular Part-Time" and "Casual Part-Time".

The predetermined basis upon which the commitment to be available is made shall be as follows:

- (a) A regular part-time employee is defined as an employee who signs and files with the Hospital through its Nursing Office a written commitment which will include the following conditions:
  - i) Available on a predetermined scheduled basis, for at least four (4) tours per bi-weekly pay period. It is understood that a four (4) hour tour is counted as one-half (1/2) a tour towards commitment.
  - ii) Available for work three (3) full weekends in six (6).
  - iii) Available for work on all shifts.
  - iv) Available for work as scheduled on any shift, either
    - A) On December 24th and December 25th, and December 26th, or
    - B) On December 31st and January 1st.
  - v) Available for work at least four (4) additional Hospital holidays during the year.
  - vi) Be available for work twelve (12) months of the year.
  - vii) It is understood that approved vacation/lieu time off will count towards the above noted commitments.
- (b) A casual part-time employee is defined as an employee who signs and files with the Hospital through its Nursing Office a written commitment which will include the following conditions:
  - i) Available for occasional tours.
  - ii) Casual part time nurses who have not worked for a period of four (4) months will be contacted by the Employer to review their availability.
- (c) An off unit qualified nurse is defined as an employee who has a primary commitment to another unit but has made a written request agreeing to be available for occasional tours in an alternate unit(s) within the hospital.

## D 13.01 (applies to part-time only)

Part-time will submit availability 2 weeks in advance of the posted schedule.

The Hospital will endeavour to schedule each part-time employee up to their part-time commitment within the hours they've identified as being available, however the priority will be to address the operational needs of the Hospital. All work available at the time of scheduling will be equitably distributed among the regular part-time employees up to commitment. Where additional shifts are available prior to the posted schedule, they should first be offered on the basis of seniority to regular part-time employees up to full time hours.

After part-time have been given the opportunity to work up to full time hours, the jobsharers are given the opportunity to pick up additional tours, by seniority provided their jobsharer line has been split and covered as per article O. If there are shifts still available they will be offered to casual nurses by seniority.

Where additional shifts become available after the schedule has been posted and all regular part-time employees have been given the opportunity to work up to their committed shifts, extra shifts will then be offered to regular part-time and job sharing employees on the basis of seniority. Such shifts shall be offered to regular part-time employees and job sharers who have indicated they want to be considered for additional shifts and indicate so in writing. Where no regular part-time or job sharing employees are willing to perform the available work, extra shifts will then be offered to casual part-time employees on the basis of seniority and then to off unit qualified nurses by seniority.

## D 14.01 (applies to part-time only)

Where part-time employees are scheduled to work less than a normal tour (7.5 hours), Article 13 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 ½) hours to a reasonable level.
- (b) Premium pay in accordance with the Collective Agreement shall be paid for all hours worked in excess of those hours scheduled.

D 15.01 It is agreed that an employee's availability for additional tours and/or overtime does not waive the employee's right to premium payment provided under this collective agreement.

D 16.01 Mutual Exchanges and Time Off Requests

Where two (2) nurses agree to exchange tours, such arrangement shall be made in writing and signed/acknowledged by both nurses who are agreeing to the exchange and submitted to the Clinical Leader or Scheduling Clerk. The request will be responded to by their leader or designate within 2 normal business days of original submission of request.

Such exchange shall not in any event result in overtime or premium payment by the Employer.

In cases of a short turn around time (less than 48 hours) verbal approval may be obtained between staff and their leader or designate and a written request submitted by the nurses at their first possible opportunity. Nurses shall only exchange tours that are an equal number of hours. Such requests shall not be unreasonably denied.

Where a part time nurse is unable to work a scheduled shift the nurse will inform the scheduler and the shift will be offered in accordance with article D 12.01. Whereby the scheduler is unable to fill the shift the nurse will be accountable to work or exchange the shift. This shall not apply if the member is calling in sick.

D 17.01 A weekend is defined as any period of fifty-six (56) consecutive hours off from Friday at 2300 hours until Monday at 0700.

D 18.01 Reassignment of Staff in Accordance with 10.08

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

- (a) Nurses on the Unit on the shift to be reassigned will be asked if anyone is interested in volunteering for the reassignment. If only one nurse volunteers, she will be reassigned. If more than one nurse volunteers for reassignment, the senior nurse on the Unit volunteering will be reassigned. Reassignment is subject to (c) below.
- (b) If no nurses on the Unit on the shift to be reassigned have volunteered for reassignment, then the most junior nurse on that Unit on that shift shall be reassigned subject to (c) below on a rotational basis.
- (c) In accordance with Article 10.07 (g) of the Collective Agreement, it is understood that nurses who volunteer or who are designated for reassignment, will only be reassigned if they are qualified to perform the available work in the Unit or area where the reassignment is to occur. If the nurse who volunteers or who is the most junior on the Unit is not qualified to perform the available work in the Unit or areas where the reassignment is to occur, then the next volunteer (if any) or the next most junior nurse will be designated for reassignment. It is also understood that if this process results in an individual nurse being reassigned on consecutive shifts then the next volunteer (if any) or the next most junior nurse qualified to perform the work will be designated for reassignment.
- (d) This rotation will be based on the duration of time since the nurse was last reassigned or volunteered for reassignment. Rotation will be also be based on combined seniority of all full-time, part-time nurses and casual nurses in the unit per the current posted seniority list.

- (e) (i) Nurses who are mentoring or involved in orientation will not be reassigned for the shift where reassignment is necessary.
- (ii) Nurses who are assigned as charge nurse will be reassigned at the discretion of the Hospital.
- (f) The reassigned nurse may be reassigned to one or more units throughout the shift. If the nurse returns back to the unit, they may be reassigned within the same shift. There will be no splitting of reassigned shifts.

D 19.01 Christmas Scheduling

Each nurse will be scheduled off work for not less than four (4) consecutive days at either Christmas or New Years. It is understood that nurses who are granted vacation in the two pay periods which includes the Christmas and New Years' period will not be guaranteed the four (4) consecutive days off noted above.

This provision will not apply to areas where nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays.

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

Definition of Christmas to include Christmas Eve Day, commencing at 0700 hours, Christmas Day, and Boxing Day, concluding at 1900 hours on Boxing day. Definition of New Year's to include New Year's Eve Day commencing at 0700 hours and New Year's Day, concluding at 1900 on New Year's Day.

If you are scheduled to work Christmas you will be scheduled either Christmas Eve and Christmas Day or Christmas Day and Boxing Day but not all three.

Full time and part-time nurses will be required to work either Christmas or New Years.

Employees will submit their preference for Christmas or New Years off by October 15<sup>th</sup> of each year. The schedule will be posted no later than November 15<sup>th</sup>. If there are more requests for the Christmas or New Years time off than the employer can accommodate then scheduling for time off will be given to those who worked the Christmas or New years the previous year.

If it is possible to schedule nurses to have both Christmas and New Year's period off, then nurses will be schedule to be off by rotation and seniority.

A nurse may exchange her holiday time off with another nurse by mutual agreement.

D 20.01 When a permanent full time line becomes vacant in a unit, it shall be offered to permanent full-time nurses on that unit up to two (2) times, in accordance with article 10.07, prior to posting the vacancy hospital wide.

**ARTICLE E – LIEU TIME**

Pursuant to the Central Document, Article 14.09

E 1.01 Where an employee has chosen equivalent time off in lieu of pay in accordance with Article 14.09, such time off shall be scheduled within a reasonable period at a mutually agreeable time. Such time may be accumulated throughout the fiscal year. It is understood that this payment for part time nurses will be utilized to supplement wages not to replace scheduled tours.

Lieu banks in excess of thirty-seven point five (37.5) hours for Full Time employees and twenty-two and one-half hours (22.5) for Part Time employees will be paid out on the last pay period of the fiscal year.

**ARTICLE F – STANDBY**

F 1.01 Standby Scheduling

- (a) The Hospital will notify the Bargaining Unit President /Designate prior to initiating standby assignments on any unit.
- (b) Standby assignments will be distributed as equitably as possible amongst the employees in any unit utilizing standby.
- (c) Standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignment by using the mutual protocol.
- (d) When a full-time or part-time employee is scheduled for standby on a weekend, she is considered to be "working" the weekend for the purposes of entitlement to premium pay for consecutive weekends worked.
- (e) Employees required to take standby duty must be available at the Hospital within thirty (30) minutes of being called in.
- (f) Standby schedules will not be reassigned without consultation with the employee whose schedule is being changed.
- (g) Where a nurse is called in from standby and who works beyond midnight (2400 hours) such nurse shall not be required to return to regular duties at the Hospital without eight (8) hours of time off. Where such time extends into the nurse's booked day shift, the Hospital will maintain his or her regular earnings within the eight (8) hour period.
- (h) Where a nurse is called in from standby payment will be in accordance with Article 14.06 of the Hospital Central Collective Agreement.



**ARTICLE G - VACATIONS**

G 1.01 The parties agree that as of January 1<sup>st</sup> 2021, the vacation accrual practice will be as follows:

- I. Vacation will be accrued on bi-weekly basis and the employees current vacation balance will be reflected on their bi-weekly pay statement;
- II. Employee will have the ability to take their vacation time off as it is earned;
- III. An employee may carry a balance of no greater than four (4) weeks in their vacation bank. If an employee exceeds the maximum allowable amount, the leader will notify the employee in writing and request that the employee submit a plan to comply with this article;
- IV. Due to transition into the new vacation practice the above process will not be enforced until 2 years from implementation (January 1, 2023);
- V. Vacation entitlement referenced in article 16 can be accessed by employees on their vacation anniversary date.

G 2.01 Vacations may be taken at any time of the year, and the Employer will grant requests where possible, provided that vacation quotas are not unduly restrictive and vacation shall not be unreasonably withheld.

G 3.01 Employees requesting vacations during the time period from May 15<sup>th</sup> to September 15<sup>th</sup> shall provide their vacation preference(s) in writing by April 15<sup>th</sup> and seniority will be the determining factor for approval of such requests and based on operational needs. Approved vacation requests will be posted no later than May 15<sup>th</sup>.

Any vacation requests made after April 15<sup>th</sup> deadline will be approved on a first come first served basis and based on operational needs.

G 4.01 The weekend immediately preceding or immediately following an employee's vacation shall be scheduled as a weekend off.

**ARTICLE H – PAID HOLIDAYS**

H 1.01 The following holidays will be recognized:

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

H 2.01 (applies to full time only)

Requests regarding the scheduling of lieu days may be submitted in writing by an employee no more than six (6) weeks prior to the posting of the schedule

involved. Such requests will not be unreasonably denied. A written reply will be given to the employee no later than one (1) week following such request.

- H 3.01 The premium pay of time and one-half provided in accordance with Article 15.05 will be paid only for all hours worked between 0001 and midnight on the paid holidays listed in Article H-1. It is understood that the alternate day off will accrue to full-time employees whose shift commences on a holiday.

## **ARTICLE I – BULLETIN BOARDS**

### **I 1.01 Bulletin Boards**

- (a) The Employer shall provide a bulletin board at a central location for the posting of Union notices. Such notices must be submitted to and approved by the Senior Executive Leader prior to posting. Such approval will not be unreasonably withheld.
- (b) Local meeting notices may be posted on nursing unit bulletin boards in addition to the bulletin board in i) above.

- I 2.01 The Hospital will provide a locked filing cabinet for the Bargaining Unit President and local executives use.

- I 3.01 The Hospital will provide an office/meeting space and adequate internet access for the Bargaining Unit President. It is understood that the Bargaining Unit President will prebook this office/meeting space, in writing with the administrative assistant.

## **ARTICLE J – MODIFIED WORK**

- J 1.01
- (a) The Hospital will notify the Bargaining Unit President of the names of all employees who go off work due to work related injury, or when an employee goes on LTD.
  - (b) 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 the staff representative of the Ontario Nurses' Association and a member of the Local executive to discuss the circumstances surrounding the employee's return to suitable work.
  - (c) The Hospital agrees to provide the employee with a copy of the Workplace Safety Insurance Board Form 7 at the same time as it sent to the Board.
- J 2.01
- (a) The Hospital will notify the Bargaining Unit President of the names of all employees off work due to work related injury (whether or not the employees are in receipt of WSIB Benefits), and those on LTD by the 15<sup>th</sup> of each month.

- (b) 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 the Bargaining Unit President to discuss the circumstances surrounding the employee's return to suitable work. It is understood that the Bargaining Unit President may ask that a staff representative of the Ontario Nurses' Association be in attendance at such meetings.

J 3.01

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 will undertake to provide safe and meaningful employment for both permanently or temporarily disabled employees based on the following principles:

- (a) 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 modified work.
- (b) 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.
- (c) An employee with a disability has the right to have the work or workplace modified to accommodate their needs in order to facilitate an early and safe return to work to their pre-injury/illness job or other suitable work.
- (d) An employee with a disability, whose pre-injury/illness job cannot be accommodated to allow them to perform the essential duties of that particular job, shall be offered alternative suitable work. Every attempt will be made to offer alternative work that is comparable in nature and salary to the pre-injury/illness employment.

J 4.01

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;

- (a) Integrating accommodated workers back into the workplace
- (b) Educating employees about the legal, personal, organizational aspects of disabled workers to work
- (c) 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/his:

- i) Original position
  - ii) Original unit
  - iii) Original unit/position with modifications to the work area and/or equipment and/or the work arrangement
  - iv) Alternate positions outside the original unit
- (d) In creating a return to work plan, the committee will consider the employee's abilities and accommodation needs and if she/he is unable to return to work in accordance with Article (c) above, the committee will identify any positions in the Hospital in which the employee may be accommodated.

### **ARTICLE K – VIOLENCE IN THE WORKPLACE**

- K 1.01
- (a) Violence shall be defined as any incident in which a nurse is threatened or assaulted during the course of their employment. This includes the application of force, threats with or without weapons, as well as severe verbal abuse. The Hospital agrees that such incidents will not be condoned in the workplace. Any nurse who encounters such acts of violence in the workplace shall verbally report the incident to his/her supervisor immediately and complete the form called Team Members' Incident/Occurrence Report, whether experienced directly by the nurse or if witnessed as an incident involving another employee.
  - (b) The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Occupational Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations. All employees shall receive training on these policies and procedures with written copies provided, if requested by the nurse, during the new employee orientation and updated on a regular basis or as per legislation for all employees.  
  
Prior to implementing any changes to these policies, the employer agrees to consult with the Union and the Joint Health and Safety Committee on which the Union is duly represented.
  - (c) The Hospital will ensure that there is a procedure to report all incidents of violence to the Joint Occupational Health and Safety Committee.
  - (d) The Hospital will ensure that all reports of assaults resulting in injury are reported to the Workplace Safety and Insurance Board (WSIB) in accordance with WSIB policy.
  - (e) The Hospital will notify the Joint Health and Safety Committee and Bargaining Unit President or designate in writing of all incidents related to violence within four (4) days. For critical injuries the hospital will notify the Joint Health and Safety Committee 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.

- (f) The Employer agrees that, where there is a risk of violence, measures will be in place to ensure access to trained employees and assistance.
- (g) The Hospital shall provide for reasonable repair or replacement cost for damage to an employee's personal belongings (clothing, watch, glasses, contact lenses and prosthesis; jewellery is excluded with the exception of plain wedding bands) directly attributed to an assault while performing her work. It is understood that reimbursement shall be subsequent to completion of the form called Team Members' Incident/Occurrence Report, and the employee's provision of a receipt. The employee will endeavour to present her or his claim to the Hospital within seven (7) days after the event, unless it was not possible for her or him to so do during this period.

## **ARTICLE L – MISCELLANEOUS**

### **L 1.01      Job Transfer**

Full time employees shall be considered for temporary full time vacancies in accordance with Article 10.07 (d). 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 sixty (60) days. Full-time employees who are successful to a temporary full-time vacancy need not be considered for another temporary vacancy until the completion of the current temporary position.

### **L 2.01      Seniority Lists**

A copy of all seniority lists will be filed with the Bargaining Unit President or her designee on April 1st and October 1st. A copy of the seniority list shall also be posted at the same time and made available to the nurses on the unit. The nurse's work unit will be included on the seniority list.

### **L 3.01      The parties agree that any unsuccessful candidate for an ONA job posting will be so notified, in writing or by email within one week of the decision being made and prior to the posting of the name of the successful candidate.**

The parties further agree that the above notifications will be copied to the ONA Bargaining Unit President.

L 4.01      Eligibility for Mentorship

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

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

- i)      Demonstrated, relevant clinical experience
- ii)     Understanding of adult learning principles
- iii)    Clinical knowledge, skill and judgement
- iv)    Effective communication skills and emotional intelligence
- v)     Critical thinking and problem-solving skills
- vi)    Willingness and ability to share knowledge and skills
- vi)    Seniority

The Director will select and assign the Mentor for a given mentoring relationship.

**ARTICLE M – LEAVES OF ABSENCE**

M 1.01      Leave for Union Business

- (a)      Where possible, the request for such leave of absence shall be submitted to the Senior Executive Leader or his designate, in writing, fourteen (14) days prior to the commencement of the requested leave. Such leave of absence shall not exceed two (2) calendar weeks at any one time, or a total of fifty (50) days in any one year.
- (b)      One (1) employee per nursing unit, and not more than two (2) employees hospital-wide shall be absent at any one time. It is understood that the Hospital shall make every effort to accommodate a request for leave of absence should the two employees work in the same nursing unit.
- (c)      Employees elected or appointed to serve on any of ONA's provincial committees will be granted such leaves as necessary to fulfill this obligation and such time granted will not affect the total leave for Union business of this clause.
- (d)      Pursuant to Article 11.02 the Employer agrees to grant leaves of absence, without pay, to an employee 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.

**ARTICLE N – PREPAID LEAVE**

- N 1.01      The number of employees that may be absent at any one time is a total of three (3) employees and no more than one (1) employee from any nursing unit.

**ARTICLE O – JOB SHARING**

O 1.01 Implementation

A job sharing vacancy will be posted if a full-time employee resigns and the Hospital agrees to implement job sharing, or if a full-time employee volunteers to surrender her position and become a participant in a job sharing arrangement.

All units will be allowed two (2) job sharing arrangements except for 2 South, and Emergency Department which will each be allowed three (3).

O 2.01 Trial Period & Discontinuation of Job Sharing

Each job sharing arrangement will be on a six (6) month trial period and may be discontinued by the Hospital at any time during the trial period if the Hospital determines:

- i) There is an adverse effect on patient care.
- ii) There is an unwillingness by the staff to continue job sharing.
- iii) There is unsatisfactory staff performance.
- iv) The Hospital experiences difficulty meeting scheduling requirements.
- v) There is an adverse effect on the operating efficiency of the department.

If the Hospital discontinues the job sharing arrangement both parties will be offered regular part-time employment.

Subsequent to the trial period, either party may discontinue the job sharing arrangement with 30 days' notice. Upon receipt of such notice a meeting shall be held between the parties to discuss the discontinuation. Such discontinuation shall not be unreasonable or arbitrary.

O 3.01 Posting of Positions

- (a) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions must be posted and selection based on the criteria set out in the Collective Agreement.
- (b) Where the arrangement arises because of the desire of an incumbent full-time employee to share her position, she may simply choose to do so without having her half of the job posted. However, the other half of the job shared position must be posted and the selection based on the criteria set out in the Collective Agreement.
- (c) If more than one employee in an area desires to share her position, the decision of which job will be shared shall be based on seniority.

- (d) 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 in the full-time position or another regular part-time position. If she does not continue full-time, the position must be posted according to the Collective Agreement.

O 4.01 Vacations

Where the job sharers mutually agree to cover the vacation entitlement of their partner, it is not necessary to provide the request prior to April 15th in any year and they should not be included in any vacation quotas. When a mutual agreement is not obtained, vacation requests shall be submitted in accordance with Article 17.06.

O 5.01 Hours of Work

Partners in a job sharing arrangement must submit to Nursing Office prior to the posting of each schedule, the scheduling arrangement they have worked out. All scheduled tours must be covered.

Partners in a job sharing arrangement will cover each other's vacancies resulting from illness, (however, if the other partner is unable to cover for the illness the Hospital will cover the shift following notification by the employee), stats and leaves of absence. This replacement will be assigned by the Hospital. In addition, any changing of shifts must be approved in advance.

Should one partner transfer or terminate, the remaining partner shall continue as scheduled until the completion of the posted schedule. She may be required to work all hours in the next posted schedule or until a partner can be recruited.

O 6.01 Paid Holidays

If a conflict arises as to which job sharer works the Paid Holiday, seniority will be the governing factor. It is understood the number of stats assigned to a job sharing rotation will not exceed the normal requirements of a full-time rotation.

**ARTICLE P - UNION LEAVE**

- P 1.01 The Bargaining Unit President will have one (1) day per month at the standard hours per shift on the unit where they work paid leave compensated by the Employer. The purpose of such time will be to deal with membership issues and Union business.

**ARTICLE Q – ELECTRONIC GRIEVANCE FORMS**

- Q 1.01 The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).



- Q 2.01 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- Q 3.01 Electronic grievances may be sent, via email, to the applicable manager and copied to Human Resources, or the identified designate.
- Q 4.01 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- Q 5.01 The Union undertakes to get a copy of the electronic version signed by the grievor.
- Q 6.01 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.

Dated at Tillsonburg, Ontario, this 9th day of June 2021

FOR THE EMPLOYER:

FOR THE UNION:

T. Tilton-Ried

Marie Haase  
Labour Relations Officer

Jodi Edwards

Meredith Riches

Chris Fry

Cindy Silverthorn, Reg N.

Jessica DeBackere

Patricia Stuyt

**LETTER OF UNDERSTANDING**

Between:

**TILLSONBURG DISTRICT MEMORIAL**  
(Hereinafter referred to as “the Employer”)

A N D:

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

Re: Summer Vacation Scheduling

The parties agree to trial a new summer vacation schedule process starting in 2020 and to be reviewed in the fall of 2021. Article G3.01 will be temporarily replaced with the process below.

Employees requesting vacations during the 18 week summer period shall provide their vacation preference(s) in writing by April 15<sup>th</sup> and seniority will be the determining factor for approval of such requests and based on operational needs. The Approved 18 week summer schedule will be posted no later than 2 weeks prior to the start of the summer schedule.

Dated at Tillsonburg, Ontario, this 9th day of June 2021

FOR THE EMPLOYER:

FOR THE UNION:

T. Tilton-Ried

Marie Haase  
Labour Relations Officer

Jodi Edwards

Meredith Riches

Chris Fry

Cindy Silverthorn, Reg N.

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Jessica DeBackere

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Patricia Stuyt

**LETTER OF UNDERSTANDING**

Between:

**TILLSONBURG DISTRICT MEMORIAL**  
(Hereinafter referred to as "the Employer")

A N D:

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

Re: Dialysis Unit Innovative Scheduling

The parties hereto agree to the following language regarding the maintenance of an Innovative Schedule in the Dialysis Unit of the Hospital.

The Innovative Schedule is defined as one that results in nurses working extended tours (11.25 hour tours) and/or normal tours (7.5 hour tours) within the scheduling period.

The Innovative Schedule shall comply with the scheduling regulations for normal (7.5 hours) and extended (11.25 hours) tour rotations for schedules as outlined in Article D except as amended below.

- a. A nurse working an Innovative Schedule shall be scheduled 2 (two) in 4 (four) weekends off.
- b. For the purposes of this section, a weekend shall be defined as the period of fifty-six (56) consecutive hours off from Friday at 2300 hours until Monday at 0700 hours.
- c. No more than four (4) consecutive shifts (7.5 or 11.25 hours) shall be scheduled without a day off. Should a nurse work more than four (4) consecutive shifts, they shall receive premium payment as per Article 14.03 for all hours worked on the fifth and subsequent shifts except where:
  - i. the fifth (5th) shift is worked by the nurse to satisfy specific days off;
  - ii. the fifth (5th) shift is worked as a result of an exchange of tours with another nurse.
- d. Full-time nurses shall not be scheduled for single days off more than once in a pay period.
- e. Full-time nurses will be scheduled one thousand, nine hundred and fifty (1,950) paid hours in a year. Additional 'make-up' tours will be scheduled by mutual agreement. It is understood that (c) and (d) above will not apply to such 'make-up' tours.
- f. Either party may give notice to discontinue the Innovative Schedule with 8 weeks' notice.

Dated at Tillsonburg, Ontario, this 9th day of June 2021

FOR THE EMPLOYER:

FOR THE UNION:

T. Tilton-Ried

Marie Haase  
Labour Relations Officer

Jodi Edwards

Meredith Riches

Chris Fry

Cindy Silverthorn, Reg N.

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Jessica DeBackere

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Patricia Stuyt