

COLLECTIVE AGREEMENT

Between:

TIMMINS & DISTRICT HOSPITAL  
(hereinafter referred to as the "Hospital")

And:

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

EXPIRY DATE: March 31, 2025

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**APPENDIX 3****TIMMINS & DISTRICT HOSPITAL****SALARY RATES****FULL-TIME**

REGISTERED NURSE		
	April 1, 2023	April 1, 2024
START	\$37.93	\$39.07
1 YEAR	\$38.88	\$40.05
2 YEARS	\$39.86	\$41.06
3 YEARS	\$41.65	\$42.90
4 YEARS	\$43.52	\$44.83
5 YEARS	\$45.70	\$47.07
6 YEARS	\$47.98	\$49.42
7 YEARS	\$50.38	\$51.89
8 YEARS	\$54.37	\$56.00

ASSISTANT HEAD NURSE		
	April 1, 2023	April 1, 2024
START	\$39.53	\$40.72
1 YEAR	\$40.50	\$41.72
2 YEARS	\$41.60	\$42.85
3 YEARS	\$43.29	\$44.59
4 YEARS	\$45.24	\$46.60
5 YEARS	\$47.43	\$48.85
6 YEARS	\$49.72	\$51.21
7 YEARS	\$52.24	\$53.81
8 YEARS	\$56.36	\$58.05

DEPARTMENT CO-ORDINATOR		
	April 1, 2023	April 1, 2024
START	\$40.54	\$41.76
1 YEAR	\$41.48	\$42.73
2 YEARS	\$42.36	\$43.64
3 YEARS	\$44.12	\$45.44
4 YEARS	\$46.01	\$47.39
5 YEARS	\$48.20	\$49.64
6 YEARS	\$50.42	\$51.93
7 YEARS	\$51.24	\$52.78
8 YEARS	\$56.94	\$58.65

REGISTERED NURSE FIRST ASSISTANT (RNFA)		
	April 1, 2023	April 1, 2024
START	\$57.08	\$58.80
1 YEAR	\$58.51	\$60.27
2 YEARS	\$59.31	\$61.10
3 YEARS	\$59.32	\$61.10
4 YEARS	\$59.50	\$61.29
5 YEARS	\$60.34	\$62.15
6 YEARS	\$61.25	\$63.09
7 YEARS		
8 YEARS	\$61.81	\$63.66

PROJECT/PRACTICE LEADER		
	April 1, 2023	April 1, 2024
START	\$46.21	\$47.60
1 YEAR	\$48.00	\$49.44
2 YEARS	\$49.48	\$50.97
3 YEARS	\$52.11	\$53.67
4 YEARS	\$55.07	\$56.73
5 YEARS	\$57.90	\$59.64
6 YEARS		
7 YEARS		
8 YEARS	\$58.21	\$59.96

STAFF EDUCATOR		
	April 1, 2023	April 1, 2024
START	\$51.91	\$53.47
1 YEAR	\$53.24	\$54.84
2 YEARS	\$54.00	\$55.63
3 YEARS	\$54.05	\$55.67
4 YEARS	\$54.26	\$55.89
5 YEARS	\$56.20	\$57.88
6 YEARS		
7 YEARS		
8 YEARS	\$56.51	\$58.20

CLINIC NURSE SPECIALIST/CORPORATE CLINICAL EDUCATOR		
	April 1, 2023	April 1, 2024
START	\$51.88	\$53.44
1 YEAR	\$53.19	\$54.79
2 YEARS	\$53.85	\$55.47
3 YEARS	\$55.62	\$57.29
4 YEARS	\$57.56	\$59.29
5 YEARS	\$59.15	\$60.92
6 YEARS		
7 YEARS		
8 YEARS	\$59.47	\$61.25

NURSE PRACTITIONER		
	April 1, 2023	April 1, 2024
START	\$59.21	\$60.99
1 YEAR	\$60.53	\$62.35
2 YEARS	\$61.60	\$63.45
3 YEARS	\$61.71	\$63.56
4 YEARS	\$63.07	\$64.97
5 YEARS	\$65.43	\$67.39
6 YEARS		
7 YEARS		
8 YEARS	\$65.78	\$67.75

ENDOSCOPY LEADER/UTILIZATION RESOURCE NURSE/WAIT TIME STRATEGY LEADER		
	April 1, 2023	April 1, 2024
START	\$39.82	\$41.02
1 YEAR	\$40.81	\$42.04
2 YEARS	\$41.80	\$43.06
3 YEARS	\$43.72	\$45.03
4 YEARS	\$45.70	\$47.08
5 YEARS	\$48.00	\$49.44
6 YEARS	\$50.35	\$51.86
7 YEARS	\$52.89	\$54.48
8 YEARS	\$57.09	\$58.80

GRADUATE NURSE		
	April 1, 2023	April 1, 2024
START	\$34.44	\$35.48
1 YEAR	\$35.29	\$36.35
2 YEARS	\$36.09	\$37.18
3 YEARS	\$37.43	\$38.55

SALARY RATESTIMMINS & DISTRICT HOSPITALPART-TIME

REGISTERED NURSE		
	April 1, 2023	April 1, 2024
START	\$37.93	\$39.07
1 YEAR	\$38.88	\$40.05
2 YEARS	\$39.86	\$41.06
3 YEARS	\$41.65	\$42.90
4 YEARS	\$43.52	\$44.83
5 YEARS	\$45.70	\$47.07
6 YEARS	\$47.98	\$49.42
7 YEARS	\$50.38	\$51.89
8 YEARS	\$54.37	\$56.00

GRADUATE NURSE		
	April 1, 2023	April 1, 2024
START	\$34.44	\$35.48
1 YEAR	\$35.29	\$36.35
2 YEARS	\$36.09	\$37.18
3 YEARS	\$37.43	\$38.55



**APPENDIX 4**SUPERIOR CONDITIONSFULL-TIMEAWARDED BY THE CENTRAL ARBITRATION AWARD DATED OCTOBER 23, 1981CLAUSE FROM  
COLLECTIVE AGREEMENT

12.08 Nurses presently employed who are covered by the Long Term Disability Plan may elect to be covered by H.O.O.D.I.P. or continue their present coverage of two-thirds of their monthly income to a maximum of \$1,500 per month from 18th week to age 65, in accordance with the terms and conditions of the plan in effect on October 23, 1981.

FULL-TIME/PART-TIME

14.11 NOTE:

Escort Duty Rates of RemunerationA. Via Ground Transportation

<u>Destination</u>	<u>Remuneration</u>
Toronto	3 shifts
Sudbury via North Bay	2 shifts
Kirkland Lake	1 shift
North Bay	1½ shifts
Hearst	1½ shifts
Ottawa	3 shifts
Sudbury via 144	1½ shifts
New Liskeard	1½ shifts

B. Via Air Transport

<u>Destination</u>	<u>Remuneration</u>
North Bay	1 shift
Toronto	2 shifts
Sudbury	1 shift
London	2 shifts
Toronto & London	3 shifts

Trips to other destinations will be paid on the above basis.

**APPENDIX 5**

**LOCAL ISSUES**

**ARTICLE A - RECOGNITION**

A-1 The Hospital recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by Timmins & District Hospital at Timmins, Ontario save and except Unit Managers and persons above the rank of Unit Manager and Employee Health Nurse(s).

**ARTICLE B - MANAGEMENT RIGHTS**

B-1 The Union recognizes that the management of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- (a) Maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employee(s) for just cause, provided that any such action contrary to the provisions of this agreement may be subject to a grievance and dealt with as provided herein;
- (c) 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;
- (d) generally to manage the operation that the Hospital is engaged in and without restricting the generality of the foregoing, to determine the number of personnel required, the services to be performed, and the methods, procedures and equipment in connection therewith.
- (e) make, enforce and alter from time to time reasonable rules and regulations to be observed by the employee(s) not inconsistent with the provisions of this agreement.

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

**ARTICLE C - REPRESENTATION, COMMITTEES AND LEAVES OF ABSENCE FOR UNION BUSINESS**

- C-1 The Hospital will recognize the following representatives:
- (a) Thirteen (13) Union Stewards of whom no more than one (1) full-time and/or part-time will be from any one unit.
  - (b) Grievance Committee - up to four (4) employees.
  - (c) Negotiating Committee - up to five (5) employees.
  - (d) Hospital/Association Committee - The Committee will be composed of four (4) employees with equal representation from management.
  - (e) Professional Development Committee – four (4) members.
- C-2
- (a) Occupational Health & Safety - Two (2) employees.
  - (b) The Employer shall recognize two (2) ONA members as certified workers pursuant to the Occupational Health and Safety Act.
- C-3 The above noted representatives and Committee members shall be chosen from and shall be representative of both full-time employees and part-time employees.
- C-4 The interview referred to in Article 5.06 shall take place during the probationary period. The Union shall be given thirty (30) minutes during new hires orientation to meet with new members. A list of new hires will be provided to the Bargaining Unit President prior to the orientation.
- C-5
- (a) The Employer will pay the Bargaining Unit President/Local Coordinator or designate at her/his regular straight time hourly rate for all time spent attending meetings with the Employer outside her/his regularly scheduled hours. During the term of the current agreement only, the Bargaining Unit President/Local Coordinator or designate may also choose to bank the hour(s) to be taken off at a mutually agreeable time.
  - (b) Payment for identified members on days off at HAC Meetings  
  
The Bargaining Unit President/designate will identify to the Hospital which two (2) committee members require payment under article 6.03 (e) at each Hospital Association Committee meeting.
- C-6 For purposes of Union business, within a calendar year, the Hospital will grant the Bargaining Unit President paid leaves of absence up to one

hundred and twenty (120) hours. The scheduling of said hours will be mutually agreed to between the Bargaining Unit President and the Hospital.

C-7 The employer will endeavour to respond to all requests for leave as soon as possible and no later than two weeks of their submissions. Union leave will be granted in accordance with Article 11.02.

C-8 Leave of absence for Union business shall be given without pay up to an accumulative total for all staff (full-time and part-time) of one hundred (100) days during the calendar year, provided:

- (a) adequate notice in writing is given the Hospital;
- (b) not more than four (4) employees shall be absent at the same time; and
- (c) the granting of such leave is subject to the staffing requirements of the Hospital.

Such leave will not be unreasonably denied.

C-9 Local Co-ordinator Leave/Vice Chair Local Co-ordinator

The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator and/or Vice Chair Local Co-ordinator as per Article H-1.

C-10 Scheduling Committee

There shall be a Scheduling Committee comprised of three (3) Union representatives and three (3) Employer representatives. Employees who are members of this Committee will be paid for all time in attendance at committee meetings.

The Committee will meet at least quarterly. Meetings will be prescheduled on a yearly basis on mutually agreed upon dates and times.

Purpose of the Committee:

- (a) To act in an advisory capacity and to discuss, identify and review resolution of scheduling concerns;
- (b) To review unit schedules, Christmas scheduling and vacation scheduling;
- (c) To review all new and revised master schedules to ensure compliance with the collective agreement;

- (d) To review all requests for innovative schedules on any unit in accordance with Article 13.03;
- (e) To improve the job satisfaction of full-time and regular part-time employees by assisting units in developing, reviewing or revising work schedules and to make recommendations for changes.

**ARTICLE D - PAID HOLIDAYS**

D-1	New Year's Day - Jan. 1 Third Monday in February (Family Day) Good Friday Easter Monday Victoria Day Civic Holiday	Canada Day - July 1 Labour Day Thanksgiving Day Remembrance Day Christmas Day - Dec. 25 Boxing Day - December 26
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D-2 When a full-time employee is entitled to a lieu day under Article 15.04 or 15.05, such day off must be taken within thirty (30) days before the holiday and sixty (60) days after the holiday at a mutually agreeable time, or payment shall be made in accordance with Article 15:03. Lieu days off will be attached to a weekend wherever possible.

D-3 Holiday pay shall be paid for each hour worked on the paid holiday.

D-4 **FULL-TIME/REGULAR PART-TIME**

Paid holidays shall be scheduled on an equitable basis among employees in each unit provided a qualified complement of employees is maintained in the unit.

**ARTICLE E - VACATIONS**

E-1 Vacations shall be scheduled with respect to two separate periods; (1) April to October, and (2) November to March. Vacations shall be scheduled as follows:

(a) Vacation Period 1

The Employer will provide individual vacation request forms to members on each unit during the first week of January. Employees will have until February 1<sup>st</sup> to make their request for the period of April 1 to October 31. An approved and finalized vacation schedule for Vacation Period 1 will be posted by March 15<sup>th</sup>;

(b) Vacation Period 2

The Employer will post the vacation request forms to members during the first week of August. Employees will have until September 1<sup>st</sup> to make their request for the period of November 1 to March 31. An approved and finalized vacation schedule for Vacation Period 2 will be posted by October 15<sup>th</sup>.

Vacation requests made in writing and dated after each vacation cutoff will be on a first come, first served basis. Single day vacation requests during prime time will only be considered after March 15 and approved after prime-time vacation lists finalized.

Requests made after March 15<sup>th</sup> will be approved after prime-time vacation lists finalized and within two (2) weeks of the request.

It is understood that vacation hours are not required to be utilized before overtime banks, however, banked overtime time off requests are not to be placed on the vacation request form. Vacation requests during prime time will take precedence over banked overtime requests. Once vacation is approved, it cannot be switched to till time.

- E-2 The cut-off date for vacation entitlement purposes shall be April 30<sup>th</sup>. The vacation year shall be from May 1<sup>st</sup> to April 30<sup>th</sup>. There shall be no carry-over of vacation credits. Time off request must be submitted two (2) weeks prior to the schedule being posted.
- E-3 Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following vacation.
- E-4 Due to the necessity of allowing as many employees off as possible over the Christmas and New Year's holidays, vacations will not normally be scheduled for the period from December 15<sup>th</sup> to January 7<sup>th</sup>.
- E-5 Vacation lists for part-time employees will be separate and distinct from full-time employees.
- E-6 Vacation pay for part-time employees shall be calculated according to Article 16.01. Regular part-time employees will be paid vacation pay during the pay periods when they are scheduled for their vacation or paid out on the last pay in May.

Regular part-time employees will receive vacation payout if she/he does not advise her/his manager regarding her/his preference by May 1<sup>st</sup> of each year.

- E-7 Prime time vacation is the time between the third (3<sup>rd</sup>) Monday in June and the second (2<sup>nd</sup>) Monday in September.
- Tour schedules will be posted at least two (2) weeks in advance and shall cover the entire identified prime time period.
- E-8 A week of vacation is defined as any seven (7) consecutive days off except for prime time when a week of vacation is defined as Monday to Sunday.
- If more than one request is received for the same time period outside of prime time the Monday to Sunday rule will apply.
- E-9 Vacation quotas shall be established by the Hospital in consultation with the Union.
- E-10 An employee may be able to rescind her/his approved vacation request from the Employer so long as the vacation has not been allocated on the posted schedule.
- E-11 Requests to reschedule or cancel approved vacation must be provided to the Manager at least four (4) weeks prior to the posting of the schedule. Vacation must be rescheduled as soon as possible.

## **ARTICLE F - SCHEDULING REGULATIONS**

### **F-1 7½ Hour Tour**

#### **FULL-TIME/REGULAR PART-TIME**

- (a) Tour schedules will be posted at least two (2) weeks in advance and shall cover a six (6) or twelve (12) week period depending on the department practice. At the time of posting the hospital will endeavour to cover all shifts.
- (b) There will be a rest period during each half of a seven and one-half (7½) hour tour.
- (c) A period of two (2) consecutive tours off shall be scheduled between changes of tour.
- (d) The first tour of the day is the day tour.
- (e) Split tours will not be scheduled and paid holidays or days in lieu thereof, shall not be used to change tours. An employee will not be required to change tours of duty more than once during a work week.

(f) Weekends:

An employee will receive premium pay as provided for in Article 14.03 for all hours worked on a third (3rd) and consecutive weekend, save and except where:

- 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 the result of an exchange of shifts with another employee; or
- iv) when specific nursing units have mutually agreed to do otherwise.
- v) Every third weekend will be scheduled off.

Weekend Definition

A weekend shall be 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.

- (g) A request for exchange in posted time schedules by an employee may be considered by the Hospital. Such request must be submitted in writing and co-signed by the employee willing to exchange days off or tour of duty. Shift exchange must be submitted at least seventy-two (72) hours before the switch occurs and signed by Centralized Scheduling or Manager. The employer will endeavour to provide a response to the requester within forty-eight (48) hours. Requests for exchange will be considered within the posted schedule.
- (h) It is understood that any of the above scheduling regulations may be waived by mutual consent.

FULL-TIME ONLY

- (i) Schedules may provide for more than five (5) consecutive tours, but not more than seven (7) consecutive tours of work without days off, as long as eight (8) days off are scheduled at least each twenty-eight (28) days. In any two (2) week period two (2) days off may be split by mutual consent.



- (j) Not more than two (2) consecutive weeks will be scheduled on evenings or nights unless otherwise mutually agreed.

REGULAR PART-TIME ONLY

- (k) At least sixteen (16) hours will be scheduled off between shifts. Where there are specific units (ie. Day Surgery) with staggered day shift tours, an employee may be scheduled to work with no less than twelve (12) hours off from the completion of the nurse's last scheduled tour.
- (l)
  - i) The Employer agrees to schedule regular part-time employees, by seniority, according to F-4 on the posted six (6) week or twelve (12) week schedule as per each unit.
  - ii) All regular part-time employees shall be scheduled up to their committed hours before any casual part-time employees are utilized. The Employer will endeavour to distribute the hours as equally as possible over the six (6) or twelve (12) week department schedule.
  - iii)
    - A) Where extra tours become available, they will be first offered on the basis of seniority to regular part-time employees on that unit provided that no employee will exceed her/his commitment as a result of being offered such extra tours where there are regular part-time employees who have not been offered their commitment of shifts.
    - B) In the event of an incidental layoff/cancellation, no nurse will fall under her/his commitment before any part-time nurse has an extra shift.
  - iv) Extra tours still not filled will then be offered to regular part-time employees, including job-sharers, on the basis of seniority.
  - v) Where no regular part-time employee is willing to perform the available work, the tour will be offered to casual part-time employees qualified to perform the available work on the basis of seniority.
  - vi) An error in the above mechanism for shift distribution initiated by a registered nurse will be resolved by offering the aggrieved employee a shift as an extra employee at a time agreeable to the employee. Such shift will not result in a premium situation.

An error in the above mechanism for shift distribution by the employer or the Central Scheduling Department will result in the aggrieved employee being paid and receiving seniority for the missed shift.

## F-2 Extended Tours

Introduction and discontinuation of a compressed work week (extended tour).

- (a) A compressed work week shall be introduced into any unit when:
  - i) eighty per cent (80%) of the employees in the unit so indicate by secret ballot; and
  - ii) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonable arbitrary manner.
- (b) A compressed work week may be discontinued in any unit when:
  - i) fifty per cent (50%) of the employees in 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, states its intention to discontinue the compressed work week in the schedule.
- (c) 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.

## F-3 Scheduling

### 11¼ Hour Tour - FULL-TIME/REGULAR PART-TIME

- (a) i) Tour schedules will be posted at least two (2) weeks in advance and shall cover a six (6) or twelve (12) week period

depending on the department practice. At the time of posting, the hospital will endeavour to cover all shifts.

- ii) The Hospital will make every effort to schedule RPT nurses on days and nights on the posted schedule unless the nurse requests otherwise.

- (b) Not more than three (3) consecutive days of work will be scheduled.

- (c) Full-time only

A period of forty-eight (48) hours off shall be scheduled between changes of tour.

Note: For part time only, a period of 24 hours off shall be scheduled between changes of tours only for the purpose of days to nights.

- (d) The first tour of the day is the day tour.

- (e) Split tours will not be scheduled and paid holidays or days in lieu thereof, shall not be used to change tours. An employee will not be required to change tours of duty more than once during a work week.

- (f) A request for exchange in posted time schedules by an employee may be considered by the Hospital. Such request must be submitted in writing and co-signed by the employee willing to exchange days off or tour of duty.

- (g) Weekends:

An employee will receive premium pay as provided for in Article 14.03 and as outlined in F-11 on a second (2nd) and consecutive weekend for extended tour scheduling, save and except where:

- 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 another employee; or
- iv) when specific nursing units have mutually agreed to do otherwise.
- v) Every second weekend will be scheduled off.

Weekend Definition

A weekend shall be a minimum of sixty (60) consecutive hours off work during the period following the completion of Friday day shift until the commencement of the Monday day shift.

Where an employee is scheduled to work and works overtime in conjunction with the normal completion time of the Friday day shift or the normal commencement time of the Monday day shift, such overtime will not be construed to be work performed on a weekend for the purpose of this clause.

- (h) It is understood that any of the above scheduling regulations may be waived by mutual consent.

FULL-TIME ONLY

- (i) Six (6) extended tours and one (1) seven and one-half (7½) hour tour will be scheduled in a two (2) week period unless the Hospital and the Union agree otherwise.
- (j) Not more than two (2) consecutive weeks will be scheduled on nights unless otherwise mutually agreed.
- (k) Agreed to master schedules will not have stat holidays added as part of the master unless mutually agreed to by the individual employee(s) working the schedule, in writing.
- (l) All master schedules are to provide 1950 scheduled hours per year for full time employees.

PART-TIME ONLY

- (m) Scheduling
  - i) The Employer agrees to schedule regular part-time employees, by seniority, according to F-4 on the posted six (6) week or twelve (12) week schedule as per each unit.
  - ii) All regular part-time employees shall be scheduled up to their committed hours before any casual part-time employees are utilized. The Employer will endeavour to distribute the hours as equally as possible over the six (6) or twelve (12) week department schedule.

The Parties agrees that on departments the regular part-time employees will equitably share all day shifts available on the posted schedule.

- iii) (A) Where extra tours become available, they will be first offered on the basis of seniority to regular part-time employees on that unit provided that no employee will exceed her/his commitment as a result of being offered such extra tours where there are regular part-time employees who have not been offered their commitment of shifts.
- (B) In the event of an incidental layoff/cancellation, no nurse will fall under her/his commitment before any part-time nurse has an extra shift.
- iv) Extra tours still not filled will then be offered to regular part-time employees, on the basis of seniority.

The Employer is not required to offer an opportunity to work this tour if second and consecutive weekend premium is triggered. If all part time nurses are eligible to work the weekend, then F-11 shall apply.

- v) Where no regular part-time employee is willing to perform the available work, the tour will be offered to casual part-time employees qualified to perform the available work on the basis of seniority.
- vi) An error in the above mechanism for shift distribution initiated by a registered nurse will be resolved by offering the aggrieved employee a shift as an extra employee at a time agreeable to the employee. Such shift will not result in a premium situation.

An error in the above mechanism for shift distribution by the employer or the Central Scheduling Department will result in the aggrieved employee being paid and receiving seniority for the missed shift.

- vii) It is understood that the Employer will not be required to offer an extra tour to a part time employee if the employee will trigger overtime as a result of working more than seventy-five (75) hours.

F-4

PART-TIME COMMITMENT

All regular part-time employees must be available to work a predetermined schedule according to the following conditions:

- (a) the part-time commitment will be the equivalent of 37.5 hours per two weeks (7.5/12 hours shifts), averaged over six (6) week scheduling period to minimize four (4) hour tours.
- (b) available twelve (12) months a year less allowable vacation entitlement;
- (c)
  - i) 7½ Hour Tour - available to work three (3) weekends in every six (6) week period with a maximum of two (2) consecutive weekends worked;
  - ii) 11¼ Hour Tour - available to work every second weekend;
- (d) available for six (6) of the following holidays, two (2) of which when required by the Hospital will be those that fall between the dates of May 15th and September 15th of each year:

Holidays:

New Year's Day - Jan. 1	Canada Day - July 1
Third Monday in February (Family Day)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day - Dec. 25
Civic Holiday	Boxing Day - December 26

- (e) available for the Christmas period (including Christmas Eve day, Christmas Day and Boxing Day) or New Year's period (including New Year's Eve day and New Year's Day) on alternate years and in turn will be eligible for a minimum of five (5) days off for the above period not worked.
- (f) In accordance with Article F-1 and F-3 an employee may request to be scheduled for their commitment only. Such request must be submitted in writing, twice yearly on April 1<sup>st</sup> and September 1<sup>st</sup>. The employee may rescind their request in writing prior to a draft schedule being posted.

F-5

CHRISTMAS/NEW YEAR'S SCHEDULINGFULL-TIME/REGULAR PART-TIME

The scheduling regulations set out herein may be waived between December 15th and January 15<sup>th</sup> so that an employee will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's. Six (6) days will be scheduled when it is possible to do so.

Employees, except those not regularly scheduled to work weekends will yearly alternate Christmas or New Year's time off. Christmas time shall include Christmas Eve day, Christmas Day and Boxing Day. Time off at New Year's shall include New Year's Eve day (commencing at 0001 hours) and New Year's Day. This provision will not apply to areas where employees normally work Monday to Friday and are not normally scheduled to work on paid holidays.

Employees may request in writing either Christmas or New Year's off between September 1<sup>st</sup> and October 1<sup>st</sup>, subject to the alternating schedule referred to above, of each year. The schedule shall be posted by November 1<sup>st</sup> of each year in each nursing unit.

If the employer is able to schedule nurses off work for both Christmas and New Year's, the employer will offer this opportunity to the nurses before November 1<sup>st</sup> and the posting of the schedule, by the rotational seniority list.

If the employer is able to schedule nurses off work for both Christmas and New Year's, the employer will offer this opportunity to the nurses by rotational seniority.

In the event that multiple employees were off on the same holiday in the previous year, combined seniority shall be governing factor.

Nurses required to be on-call over the Christmas/New Year's period will alternate the on-call responsibility from year to year.

Consideration for vacation requests will be given to individuals who

- i) work Monday to Friday on 7.5 hour tours
- ii) who do not require replacement
- iii) there is no unit needs

and / or there is a unit closure.

Note: These requests will be done by rotational seniority for practice leaders if there is a need for replacement coverage.

Note: If a nurse does not get five (5) consecutive days off at either Christmas or New Year's, scheduling regulations are not waived.

F-6 FULL-TIME/REGULAR PART-TIME - SCHEDULES

The Hospital will discuss with the Hospital-Association Committee and the unit involved any proposed changes to the Master Schedules.

Copies of all Master Schedules will be provided to the Bargaining Unit President.

All unit schedules will be approved and signed by the unit managers before posting.

F-7 For the purpose of Article 14.10, evening shift will be 1500 to 2300 hours, and night shift will be from 2300 hours to 0700 hours.

F-8 (a) HOURS OF WORK – 10 HOUR TOURS – DAY SURGERY

- i) For nurses working ten (10) hour tours, the normal daily extended tour shall be 9.5 consecutive hours in any 24 hour period, exclusive of a total of thirty (30) minutes of unpaid meal time.
- ii) In the event a full-time nurse's hours of work exceeds seventy-five (75) in a pay period she will be permitted to bank a maximum of one (1) hour at straight time. Banked hours will be used to permit nurses to top-up their bi-weekly hours to seventy-five (75) hours per pay period. Part-time nurses will be paid seventy-six hours at straight time if scheduled eight (8) shifts in a pay period.
- iii) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty (30) minutes.

(b) PAID HOLIDAYS

- i) Nurses on ten (10) hour tours shall receive twelve (12) lieu days off to consist of seven and one-half (7.5) hours each, subject to 1(b) above.

(c) SCHEDULING OBJECTIVES

- i) Nurses shall not be scheduled to work more than four (4) consecutive days of work.



- ii) Tour schedules will be posted at least two (2) weeks in advance and shall cover a six (6) week period. At the time of posting, the hospital will endeavour to cover all shifts.
- iii) At least twelve (12) hours will be scheduled between tours.

F-9

RE: 4 Hour Tours/Part-time Nurses

- (a) The Hospital will endeavour to keep the number of four (4) hour tours to a minimum.
- (b) A four (4) hour tour will consist of four (4) paid hours which shall be inclusive of one (1) fifteen (15) minute paid rest break.
- (c) Four (4) hour tours will be divided as equally as practicable. This clause shall be waived for orientation purposes.
- (d) No part-time employee will be scheduled solely on tours which are comprised of four (4) hour tours in any pay period, except where such arrangements are requested by the employee.
- (e) Employees working tours comprising of four (4) hours, shall not be scheduled to work more than three (3) consecutive tours unless requested by the employee. This provision will not apply to areas where nurses are normally scheduled to work dayshift only between 0700-1900 hours. Such nurses may be scheduled to work up to five (5) consecutive four (4) hour tours.
- (f) If a tour becomes available on a unit where a regular part-time nurse is scheduled to work a four (4) hour tour during that period of time, the regular part-time nurse, if she/he qualifies for the shift under Article F-1 (l), will be offered the tour and this will not be considered a change in the posted work schedule.
- (g) If a RPT nurse is scheduled for a four (4) hour tour from 1900 – 2300 hours, the nurse will be offered the opportunity to be called in for the day shift following this tour in accordance with Article F-3 (m) and this will not be a violation of F-1 (c).

F-10

Self-Scheduling

- (a) Self-scheduling may be introduced and/or discontinued into any unit on the same basis as the introduction/discontinuation of extended tours in accordance with F-2.
- (b) Unit specific scheduling guidelines will reflect scheduling provisions in the collective agreement and will be developed collaboratively by

the Management and the Employee subject to approval by the Employer and the Union.

- (c) Self-scheduling is viewed by the Employer as scheduling by employees in order to promote more flexible schedules that meet the needs of the employees and the patient care needs of the unit. Self-scheduling should not result in additional costs to the employer.
- (d) Registered Nurse First Assist (RNFA), Stroke Nurse Clinician, Ontario Telemedicine Network Nurse, Flexible Sigmoidoscopy Leader

Nurses in the above classifications will self-schedule in accordance with Article F and such schedule will be approved by their immediate supervisor. These nurses will be allowed to work a flexible schedule and hours worked in excess of seventy-five (75) hours bi-weekly will be paid in accordance with Article 14.03.

#### F-11 Premium Pay Tours

- (a) If all nurses eligible to work the weekend tour are in the position of second and consecutive weekend premium being triggered, the shifts will be given by seniority from the combined full time and part time seniority list.
- (b) The tour/s will be offered as the full 11.25 hour tour according to the combined seniority list of the department. If a nurse is able to work only 7.5 hours of that tour it will continue to be offered according to seniority until all nurses have declined the full tour.

If a nurse agrees to work the full 11.25 hour tour, this will qualify the nurse to be paid at premium for two (2) scheduled tours worked on their subsequent weekend.

If only 7.5 hours can be worked by this nurse this will qualify the nurse to be paid at a premium for equivalent hours worked on the second and consecutive weekend.

If a weekend tour is offered and the nurse is not able to work the whole of the 7.5/11.25 hour tour and works less than 7.5 hours, the nurse will not qualify for premium pay on the consecutive weekend as a part of working this part tour.

#### F-12 Standby/On-call

- (a) The employer agrees that standby will be distributed as equitably as possible among the qualified employees who normally perform the work.

- (b) Employees may exchange or give away standby duty with the mutual consent of employees involved and the approval of the Manager.
- (c) Where a nurse is required to work past the eight (8) hours preceding the beginning of their next regularly scheduled shift, the nurse will receive either:
  - i) Twelve (12) hours of rest period after the departure time for their call-in. Where such time off extends into the nurses next regular shift, they will maintain their regular earnings, seniority and service for the full shift. If time is remaining after the twelve (12) hour rest period, the nurse will return to complete their regularly scheduled shift; or
  - ii) Premium pay for all hours worked, if required to work their next regular scheduled shift.
- (d) The Parties agree that when a RNFA/RN is called into work outside of his/her normal business hours of work and Article F-12(c) applies, then the following will apply:
  - i) If the RNFA/RN is asked to work within the twelve (12) hour period referred to in the Article and agrees to work, he/she will be paid 7.5 hours at straight time and will bank the actual hours worked at straight time.
  - ii) The Hospital or Union may discontinue this practice, but they must first give the other party two (2) week notice and meet if requested to discuss this decision.
- (e) In the event an employee is required to work for a period greater than sixteen (16) hours, the employer shall make reasonable efforts to relieve that employee from duty.
- (f) The employer shall provide cell phones for the use by employees who are required to assume standby duty.
- (g) In the event an employee is required to work continuously for a period greater than thirteen (13) hours, the employee will be permitted leave with pay for the part of the next shift to allow twelve (12) hours off between the end of the worked shift and the commencement of the next regularly scheduled shift. This article applies to those job classifications that require regular on-call as part of their job descriptions.
- (h) If a nurse is called in from standby within the four (4) hour period preceding the beginning of their regularly scheduled shift, the nurse

will receive four (4) hours of call-back pay and will work their regular shift.

(i) Post Anaesthetic Care Unit (PACU)

The parties agree that the Post Anaesthetic Care Unit (PACU) provides for emergency coverage for the Recovery Room and as such where a nurse is called in from standby to the Recovery Room such nurse will not be re-assigned without their consent.

It is understood that nurses in PACU will not be required to stay past the end of their shift if there are no patients recovering in the department at that time unless there is an OR patient imminently coming from the OR within 30 minutes.

Where a nurse is required to work past the eight (8) hours preceding the beginning of their next regularly scheduled shift the nurse will receive either:

- (i) Twelve (12) hours of rest period after the departure time for their call-in. Where such time off extends into the nurses next regular shift, they will maintain their regular earnings, seniority and service for the full shift. If time is remaining after the twelve (12) hour rest period, the nurse will return to complete their regularly scheduled shift; or
- (ii) Premium pay for all hours worked, if required to work their next regularly scheduled shift.

F-13 When nurses are unable to take their normal meal break due to the requirement of providing patient care, premium pay shall be provided as per Article 13.01 (d). Meal periods will be assigned by the Hospital and nurses are expected to comply with the assigned meal break times.

Meal Break Times:

1100 hours – 1330 hours  
1600 hours – 1830 hours  
2300 hours – 0130 hours

F-14 Single Shift Reassignment

In accordance with Article 10.07(g) and 10.08 (a), the Parties agree to implement the following principles for single shift reassignment. The reassignment will be from the employee's home unit to any other unit as required by the Hospital for the period of time up to and including a single shift.

- (a) Reassignment will occur bearing in mind the following principles:
- i) patient care requirements are the first priority.
  - ii) the Hospital will not normally reassign probationary employees.
  - iii) the Hospital will reassign, where possible, employees who volunteer.
  - iv) the Hospital will reassign staff nurses in the following sequence, on the basis of reverse seniority: casual, regular part-time and/or full-time.
- (b) The reassigned employee will be assigned to work with an experienced RN on the receiving unit.
- (c) The experienced employee will familiarize the reassigned employee to the general functioning of the unit.
- (d) The reassigned employee will identify to the experienced employee her skills, abilities and limitations in relation to the duties on the receiving unit. The two employees will collaborate in providing patient care.
- (e) The Hospital and the Association will meet within six (6) months of implementing the reassignment process to assess the process.

F-15

Scheduling Problems / Full-Time and Part-Time

Shifts that need to be filled in advance will be done so under the following parameters:

Shift Available	Shift Offered – Shift is posted and open for allotted amount of time	Shift Accepted – Once notified/awarded the tour, time allotted to accept.
Greater than 48 hrs	24 Hours	4 Hours
Between 24-48 hrs	6 Hours	2 Hours
Less than 24 hours	1 Hour	1 Hour
Within 2 hours or after start of tour	10 minutes	5 minutes (Note: Offered to first staff member eligible as per the collective agreement)
Change of Tour	15 minutes	10 minutes

Note: Departments covered by central scheduling will utilize instant messaging via mobile devices. Staff who do not wish to participate in this process, will receive a telephone call in order to have the opportunity to provide their availability.

F-16 Hybrid Schedule – Staff Educators

- (a) All aspects of the Collective Agreement apply except as amended below:

The Staff Educator will be scheduled clinical and education days in collaboration with the Manager based on the priority needs of the specific program.

- (b) Scheduling regulations under Article F apply except as amended below:

Based on the needs of the program the schedule may include a combination of day and night tours, a combination of 11.25 hr tours and 7.5 hr. tours and every second weekend.

- (c) The Staff Educator may be scheduled for:

- i) three (3) extended tours (11.25 hours) in succession,
- ii) two (2) extended tours (11.25 hours) and two (2) normal daily tours (7.5 hours) in succession, unless an individual nurse makes a request to have one day separating any portion of the run, or
- iii) three (3) normal daily tours (7.5 hours) and one extended tour (11.25) in succession, or
- iv) five (5) normal daily tours (7.5 hours) in a seven (7) day period,
- v) two (2) days off will be scheduled after the scheduled tours mentioned above.

- (d) Staff Educators will request vacation in accordance with Article E-1.

- (e) Staff Educator's seniority will be listed on the department where they are doing their clinical practice for purposes of Article F-11.

F-17 Emergency Shift 1000 – 2200 hours

- (a) The 1000 – 2200 hour shift will be equally divided between the full time and regular part time staff over the master schedule.

- (b) The shift work for full time nurses will be equally divided as much as possible between all full time nurses.
- (c) Regular part time nurses will do fifty percent shift work.
- (d) The shift will be considered a day shift for scheduling purposes.

F-18 Ambulance Transfer

- (a) A newly employed employee shall not do ambulance transfers until they have been fully oriented to the Hospital and completed fifty percent (50%) of their orientation shifts (or 112.5 hours) and must have completed the air and self-directed learning package.
- (b) When calling a nurse for ambulance transfer, the employer and nurse will discuss if the nurse is to report to the hospital in the case of a transfer cancellation.

**ARTICLE G - BULLETIN BOARD**

- G-1 The Hospital shall provide bulletin board space for the use of the Union. The Hospital will allow posting of Union meetings on all nursing units.

**ARTICLE H - PRE-PAID LEAVE PLAN**

- H-1 Leave of absence under Article 11.11 will be limited to no more than three (3) full-time employees.

**ARTICLE I - WORKPLACE SAFETY AND INSURANCE BOARD/MODIFIED WORK PROGRAM**

I-1 Modified Work/Return to Work Programs

- (a) The Hospital will notify the President of the Local Nurses' Association of the names of all employees off work due to a work related injury. The Hospital will provide to the Union monthly, a list of all employees on Modified Work Programs at the beginning of each month.
- (b) Prior to any employee returning to work on a modified work program, the Hospital will notify and meet with the employee, a member of the local executive and a staff representative of the Ontario Nurses' Association, to discuss the circumstances surrounding the Employee's return to suitable work.

(c) The Hospital agrees to provide the Employee and the President of the Local Nurses' Association with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is forwarded to the Board.

(d) WSIB Surcharge Rebate Info

Within a week of receipt of the information, the employer shall provide the JHSC with any and all information about surcharges and/or rebates from WSIB under their NEER program. The employer will consider using any rebate money in accordance with the recommendations from the JHSC.

I-2

Return to Work Committee

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

To that end, the Hospital and the Association agree to cooperate in facilitating the return to work of disabled employees. The Hospital and the Association agree that ongoing and timely communication by all participants is essential to the success of the process. For the purposes of expediting communication, the Hospital and the Union agree that participants will use electronic communication where available.

(a) A joint Return to Work Committee (RWC) comprised of an equal number of Association and Hospital representatives will be established. One of the Association representatives will be recognized as co-chair. The Committee will meet at least four (4) times each year. The Union co-chair if he/she attends grievance meetings on her/his day off, will receive pay at straight time or time in lieu where possible for hours spent in grievance meetings. Such hours are invisible for the purposes of determining premium. The committee will monitor the status of accommodated employees and the status of employees awaiting accommodation, and Joint Health and Safety Committee will review the safety of accommodations during their regular inspections of the workplace.

(b) The Hospital will provide an updated list of information to the (RWC) before each quarterly meeting including the following:

i) Nurses absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits;



- ii) Nurses absent from work because of disability who are in receipt of Long Term Disability benefits;
  - iii) Nurses who have been absent from work because of disability for more than twenty-three (23) months;
  - iv) Nurses who are currently on a temporary modified work program;
  - v) Nurses who are currently permanently accommodated in the workplace;
  - vi) Nurses who require temporary modified work;
  - vii) Nurses who require permanent accommodation in the workplace.
- (c) A disabled nurse who is ready to return to work will provide the Occupational Health Service with medical verification of her/his ability to return to work including information regarding any restrictions.
- (d) When a returning nurse is in need of a permanent accommodation the Hospital will notify the RWC co-chairs and will provide to them the information obtained under (c) above.
- (e) As soon as practicable the co-chairs or their designates will meet with the affected nurse and the manager to create and recommend a return to work plan.
- (f) In creating a return to work plan, the committee and the manager will examine the disabled nurse's abilities and accommodation needs to determine if the nurse 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.
- (g) In creating a return to work plan, the committee will consider the nurse's abilities and accommodation needs and if she/he is unable to return to work in accordance with Article (f) above, the committee will identify any positions in the Hospital in which the nurse may be accommodated.

- (h) A nurse in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such a nurse will remain on the list of nurses requiring permanent accommodation provided under Article (b) vii) above.
- (i) The parties recognize that more than one (1) nurse requiring accommodation may be suitable for a particular position or arrangement. In such cases the parties agree that in complying with Articles (f), (g) and (h) above, they must balance additional factors including in no particular order:
  - i) skills, ability and experience;
  - ii) ability to acquire skills;
  - iii) path of least disruption in the workplace;
  - iv) the principle that more should be done to provide work to someone who otherwise would remain outside the active workforce;
  - v) seniority.
- (j) When more than one nurse is deemed by the committee to be suitable for a particular position or arrangement, and the factors set out in Articles (f), (g), (h) and (i) are relatively equal, seniority shall govern.
- (k) Alternative Placements
  - i) Before posting, the Occupational Health and Safety Consultant or designate will examine all potential vacancies to determine if they can be used to accommodate a disabled nurse who requires accommodation but cannot return to her/his home unit in accordance with Article (f).
  - ii) If a vacancy is identified as suitable for accommodation purposes, the Occupational Health and Safety Consultant may recommend holding the posting and convene a meeting of the RWC as soon as possible to determine:
    - A) Whether the unit, after considering all factors including the number of accommodated nurses in the unit, the operational needs of the unit, safety of nurses working in the unit, alternative resources, can reasonably accommodate a nurse

- B) Whether the posting of the position under the collective agreement between the parties may be waived
  - C) Whether a position outside the bargaining unit may be an appropriate position for accommodating a nurse.
- iii) When the parties agree to a permanent accommodation, whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing the details of the accommodation.
  - iv) The parties may agree to a written agreement for temporary accommodations of extended duration.
  - v) The home position of a nurse requiring permanent accommodation may be posted under the following circumstances:
    - A) The nurse is permanently accommodated in another position or arrangement.
    - B) The weight of the medical evidence establishes that there is no reasonable prospect of a return to her/his original position in the foreseeable future.
    - C) The employer may elect to fill the disabled nurse's home position by posting a temporary or permanent vacancy
      - 1) so electing, the position will be filled in accordance with the job posting provisions of the collective agreement;
      - 2) if and when it is confirmed that the disabled nurse cannot return to her/his original position, the position may be offered to the incumbent on a permanent basis;
      - 3) when a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
  - vi) Filling of a disabled nurse's home position does not remove the Hospital's duty to accommodate that nurse.
- (l) The committee will develop and recommend 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.

#### **ARTICLE J - LIEU TIME - FULL-TIME NURSES ONLY**

J-1 For the purpose of Article 14.09, where a full-time or a regular part-time nurse chooses time off equivalent to the applicable overtime rate, such time off may be granted if requested at least six (6) weeks in advance, except during prime time where vacation will be prioritized, but will otherwise not be unreasonably denied.

Banked overtime remaining to the nurse's credit in excess of forty-five (45) hours shall be paid to the nurse by the Hospital at the end of the three (3) month quarters (June, September, December, March).

#### **ARTICLE K - PHYSICIAN'S NOTES**

K-1 The Employer will pay the cost of physician's notes, if required by the Employer, for employees.

#### **ARTICLE L - PARKING**

L-1 Prior to any changes in rates to reflect changes in costs of providing parking services, the proposed changes will be discussed at the Hospital/Association Committee. In the event the Hospital changes the rates, the Union has the right to grieve.

L-2 (a) The Hospital will designate six (6) parking areas in the front parking lot of the Hospital for the on-call nursing staff with visible signs "Reserved for on-call nursing staff" with reference to areas designated as follows – Operating Room/PACU/Endoscopy three (3) spaces, Mental Health two (2) spaces, and one (1) space for the on-call RNFA.

L-3 Where, by the nature of her/his position, a nurse is required by her/his insurance company to carry business automobile insurance, the Hospital will pay the difference between personal (with driving to work) insurance premium and the business insurance premium to a maximum of one hundred and fifty dollars (\$150.00) per year upon presentation of a receipt from the agent of the cost difference that the nurse is to be covered.

The Hospital will provide the nurse with the Hospital Corporate mileage for all travel required for her/his position.

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

M-1 The Employer agrees to provide the Bargaining Unit President a locked office space with a locked file cabinet if available.

**ARTICLE N - MISCELLANEOUS**

N-1 Regular part-time nurses can bank lieu time in accordance with Article 14.09 and K-1.

N-2 The Parties agree that full-time nurses can apply for temporary full-time positions under Article 10.06 (d) when deemed suitable by the Hospital and if such vacancy is for a period of six (6) months or longer. Such vacancy will be filled in accordance with this Article. The Hospital will indicate on temporary full-time vacancies if full-time nurses are eligible to apply.

N-3 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for an ONA job posting will be notified in writing within two (2) working days of the Hospital receiving notification of acceptance from the successful candidate.

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

NOTE: All job postings will have an identifiable number, i.e. competition number.

N-4 Voluntary Part time Benefits - Process for payment

The Employer agrees to provide part-time nurses with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17. It is understood and agreed that the part-time nurses who participate will assume the monthly premiums. Participants must sign a commitment to enrol in the benefit(s) for a minimum of one (1) year.

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

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

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

N-5 Seniority List

The seniority list shall be posted by the Hospital on June 1 and December 1 of each year. The Hospital will provide the Association with a copy of the list.

N-6 Electronic Grievance and/or Professional Responsibility Workload Report Form Articles 7.09 and Article 8.06 (a) ix)

- (a) The parties agree to use the electronic version of the ONA Grievance Form at Appendix 1 of the Hospital Central Agreement or Professional Responsibility Workload Report Form at Appendix 6 of the Hospital Central Agreement.
- (b) The parties agree that hard copies of the electronic form are valid for purposes of Article 7 and/or 8 of the Hospital Central Agreement.
- (c) The union undertakes to get a copy of the electronic version signed by the grievor and/or complainant and will provide the hospital with an original copy at the time of the grievance/complaint is heard.
- (d) The parties agree to not use or rely upon an preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration and/or Professional Responsibility Workload proceed to mediation or Independent Assessment Committee hearing.

N-7 The Hospital will maintain the practice of budgeting for two (2) education days. The parties agree to discuss the issue of education days for subsequent years at local negotiations.

N-8 An employee who is underpaid by an amount equal to or greater than \$30.00 as a result of a payroll error, upon request, will have a separate cheque issued to her or him as soon as possible but no later than two (2) working days (payroll working days). Payroll errors resulting in the employee being underpaid by an amount less than \$30.00 will be paid on the next scheduled pay cheque.

**ARTICLE O - VIOLENCE IN THE WORKPLACE**O-1 (a) Definition of Violence

The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker. It also includes an attempt to exercise physical force against a worker in a workplace that could cause physical injury to the worker and a statement of behaviour that a worker could reasonably interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

“Workplace harassment” means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome; “workplace violence”.

The Hospital agrees that no form of verbal, physical, sexual, racial abuse of employees will be condoned in the workplace.

(b) Violence Policies, Measures and Procedures

The Employer agrees to develop, in consultation with the Joint Health and Safety Committee formalized explicit policies, measures and procedures and training to deal with violence. The policy will address the prevention of violence, the management of violent situations, provision of legal counsel and support to employees who have faced violence. The policies, measures and procedures shall be part of the employee's health and safety program and written copies shall be provided to each employee at time of hire. All employees shall receive training on the employer's violence policy, measures and procedures.

Prior to implementing any changes to these policies, measures and procedures and training the employer agrees to consult the Joint Health and Safety Committee.

The employer agrees to conduct initial and ongoing risk assessments of the workplace in consultation with the Joint Health and Safety Committee. The employer will provide a written copy of the risk assessments to the Joint Health and Safety Committee.

(c) Notification to the Association

The employer will notify the JHSC and union in writing of all violent incidents resulting in injury, loss time or modified work within four (4) days. For critical injuries the employer will notify the JHSC and the

union immediately and in writing within 48 hours. Such notices will contain all of the information as prescribed in section 5 of the health care regulation.

(d) Function of Joint Health and Safety Committee

All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to staff. The employer, in conjunction with the JHSC, will immediately and thoroughly investigate all acts and reports of violence resulting in injury, loss time or modified work and forthwith take every precaution reasonable in the circumstances to prevent violence from occurring.

(e) Staffing Levels to deal with Potential Violence

The Employer agrees that, where there is a risk of violence, an adequate level of trained employees should be present. The Employer recognizes that workloads can lead to fatigue and a diminished ability both to identify and to subsequently deal with potentially violent situations.

(f) Training

The Employer agrees to provide education, training, information, and instruction, developed in consultation with the JHSC, on the violence prevention and harassment policies, measures, procedures and programs, and on prevention of violence to all employees, including domestic violence that can spill over into the workplace. This training will be done during a new employee's orientation and updated on an annual basis for all employees.

(g) Support and Counselling

The Employer and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help victims recover from such incidents.

(h) Damage to Personal Property

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



The employee will endeavour to present her or his claim to the Employer within seven (7) days after the event, unless it was impossible for her or him to do so during this period.

LETTER OF UNDERSTANDING  
Re: Composite Positions

It is not the Hospital's intent to convert the full-time vacancies into composite positions. The parties agreed to the creation of "composite positions" on the following basis:

1. The job posting will clearly indicate the Nursing Units in which the full-time hours will be worked.
  2. The nurse in the composite position will be on a master rotation as required under Article J-1.
  3. All hours worked by a nurse in a composite position will be distributed and posted between two distinct nursing units.
  4. All provisions, including scheduling regulations, in the Collective Agreement will apply to the composite position.
  5. The Nurse in the composite position will be assigned the one unit as her/his unit for purposes of vacation, layoff, recall or any other provision dealing with seniority rights.
  6. A "proposed" Composite Position not in accordance with the above will be discussed between the parties.
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LETTER OF UNDERSTANDING  
Re: Patient Handling

The Parties agree to discuss this Letter of Understanding at the JHSC. The parties will review current practices as well as the recommendations below. The Union will be provided with feedback on any current policies or practices as well as any new policies or directions that may be developed or implemented by the Employer of JHSC to address the following:

Patient Handling Hazards

The employer and the union recognize that patient handling hazards exist in the workplace. The JHSC and their members are committed to reducing risk due to patient handling. As such, the organization, along with the JHSC are dedicated to reviewing patient handling hazards and developing safe patient handling programs/ergonomic program to reduce the risk of hazards.

Advise Workers about a Person with a History of Violent Behaviours

The Employer and the Union recognize the employer's obligation under section 25(2)(h) to take every precaution reasonable to protect workers and 32.0.5(3) of the *OHS*A to

provide information, including personal information to a worker related to a risk of workplace violence from a person with a history of violent behaviour.

The employer in consultation with the JHSC or health and safety representative shall develop an effective written measure and may procedure to put in place a visible warning system for all staff who may be exposed to patients who have a history of violent behaviour. Such a system shall include flagging measures such as:

- i) Information about individual patient triggers;
- ii) Pre-admitting checklist;
- iii) computerized record (also on discharge) of history of violence;
- iv) readily visible signage on the outside of the chart;
- v) visible notation on the face sheet of the chart;
- vi) signage for patient room doors;
- vii) signage at bedside if multiple occupancy room;
- viii) wrist bands; and
- ix) a method to communicate pertinent information about a transferred patient and associated visitor to the workers of a receiving department, another site or a community agency.

These measures and procedures will be re-evaluated annually in consultation with the JHSC/HSR.

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#### LETTER OF UNDERSTANDING

##### Re: Integrated Inpatient Mental Health, Outpatient Mental Health and Crisis Team

For the sole purpose of offering extra tours as per Article F-2 and F-11, the Parties agree that the Acute Psychiatric Inpatient, the Mental Health Crisis and the Child and Adolescent Mental Health Units will be combined into one seniority list.

- Integrated Mental Health (Crisis Team, Mental Health Inpatient, Mobile Crisis, Outpatient Mental Health)
  - Integrated Maternal Child (L&D, OBS, Peds, Nursery)
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#### LETTER OF UNDERSTANDING

##### Re: Registered Nurse Professionalism in the Workplace

The parties acknowledge the significant role Registered Nurses play in the delivery of high quality healthcare. We also recognize that it is important for patients and staff to be able to readily identify Registered Nurses who are widely disbursed throughout the hospital.

The parties will jointly promote the professional image and identity of Registered Nurses and will develop plans within the hospital to do so.

All hospital identification tags will clearly identify the employee as Registered Nurse in a font that is clearly visible e.g. RN badge buddy, provided by ONA.

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SIGNING PAGE

Dated this “6” day of “March”, 2024.

FOR THE EMPLOYER

FOR THE UNION

“M. Resetar”

“J. Landers”

“M. Ellerton”

“T. Miller”

“J. Jean”

“M. Lawlor-Paquette”

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“L. Raymond”

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