

**APPENDICES TO THE
COLLECTIVE AGREEMENT**

Between:

WINCHESTER DISTRICT MEMORIAL HOSPITAL
(Hereinafter referred to as "the Hospital")

And:

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

Expiry Date: **March 31, 2025**

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APPENDIX 3 – SALARY SCHEDULEFull-Time, Regular Part-Time, Casual Part-TimeHourly Rates

Classification - Registered Nurse		
Step	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

Classification - Discharge Planning Nurse / Employee Health Nurse / Infection Control Nurse		
Step	April 1, 2023	April 1, 2024
Start	\$43.66	\$44.97
1 Year	\$44.75	\$46.10
2 Years	\$45.87	\$47.25
3 Years	\$47.93	\$49.37
4 Years	\$50.06	\$51.57
5 Years	\$52.38	\$53.95
6 Years	\$55.08	\$56.73
7 Years	\$57.82	\$59.55
8 Years	\$62.50	\$64.37

Classification - Team Leader		
Step	April 1, 2023	April 1, 2024
Start	\$41.93	\$43.19
1 Year	\$42.88	\$44.17
2 Years	\$43.86	\$45.18
3 Years	\$45.65	\$47.02
4 Years	\$47.52	\$48.95
5 Years	\$49.70	\$51.19
6 Years	\$51.98	\$53.54
7 Years	\$54.38	\$56.01
8 Years	\$58.37	\$60.12

APPENDIX 4 – SUPERIOR CONDITIONS

FULL-TIME

ARTICLE 16 - VACATIONS

Employees who are currently entitled to four (4) weeks vacation after one (1) or more years of full-time continuous service will continue to be entitled to this entitlement as long as they are employed by the Hospital.

The names of the incumbents are as set out in the document provided to the Association under covering letter dated January 9, 1986.

PART-TIME

ARTICLE 16 - VACATIONS

Employees who are currently entitled to eight percent (8%) of earnings for vacation after one (1) or more years of part-time service will continue to be entitled to this entitlement as long as they are employed by the Hospital.

The names of the incumbents are as set out in the document provided to the Association under covering letter dated January 9, 1986.

APPENDIX 5 – LOCAL PROVISIONS

ARTICLE A – RECOGNITION

A.1 The Hospital recognizes the Ontario Nurses' Association as the bargaining agent for all registered nurses, graduate nurses and nurses holding a temporary licence/certification, employed in a nursing capacity by Winchester District Memorial Hospital in Winchester, Ontario save and except Nurse Manager, and persons above the rank of Nurse Manager.

The Director of Nursing as referenced in the Collective Agreement will be the Director of Patient Care. The Immediate Supervisor as referenced in the Collective Agreement will be the Nurse Manager.

ARTICLE B – MANAGEMENT RIGHTS

B.1 The Association recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital. Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, suspend, or otherwise discipline employees, provided that a claim by an employee that they have been discharged or disciplined without just cause may become subject of a grievance and may be dealt with as hereinafter provided;
- (c) determine, in the interest of efficient operation and highest standard of service, job rating and classification, the hours of work, the tours of duty, work assignments, working schedules, methods of doing the work, the working establishment for any service and the location of work;
- (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith;
- (e) make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees. Such rules and regulations shall not be inconsistent with the provisions of the Agreement.

B.2 The Hospital recognizes that the rights described in this Article shall be exercised in a manner consistent with all provisions of this Agreement.

ARTICLE C – UNION REPRESENTATIVES AND ASSOCIATION COMMITTEES**C.1 Union Representatives**

The Hospital shall recognize six (6) union representatives from the following nursing areas:

- 1 - Medical/Surgical/Continuing Care/ECU
- 1 - OBS
- 1 - Ambulatory Care (Infection Control/Discharge Planning/Employee Health/Clinical Informatics)
- 1 - ER
- 1 - Peri-operative
- 1 - Dialysis/Chemo

C.2 Association-Hospital Committee

There shall be an Association-Hospital Committee comprised of four (4) representatives of the Association, one (1) of whom shall be the Bargaining Unit President or designate and four (4) representatives of the Hospital, one (1) of whom shall be the Chief Nursing Executive or their designate. The membership of the Committee may be expanded by mutual agreement.

C.3 Grievance Committee

The Hospital shall recognize a Grievance Committee of three (3) employees.

C.4 Negotiating Committee

The Hospital shall recognize a Negotiating Committee of three (3) employees, one (1) of whom shall be a part-time employee.

C.5 Professional Development Committee

There shall be a Professional Development Committee composed of three (3) members of the Association one of whom shall be the Bargaining Unit President or designate and three (3) representatives of the Hospital one of whom shall be the Chief Nursing Officer or designate and one human resources representative.

C.6 Professional Practice Committee

The Hospital shall recognize a Professional Practice Committee which includes one RN representative from each of the following: Obstetrics, Medicine/Surgery, Emergency, Enhanced Care Unit, Operating Room/Recovery Room, Combined Clinics and Complex Continuing Care.

C.7 The Hospital will endeavour to hold joint Hospital/Union meetings requiring the attendance of the Bargaining Unit President during the Bargaining Unit

President's scheduled tour. When such Hospital/Union meetings are scheduled outside of the Bargaining Unit President's regularly scheduled hours, the hours will be banked or paid at the straight time hourly rate. Accumulated hours will be taken at a mutually agreed upon time or paid out within the calendar year earned.

- C.8 A nurse elected to the position of Bargaining Unit President shall be granted 7.5 hours per monthly period paid for by the Hospital for the purposes of representing its ONA members, if the Bargaining Unit President is on an approved leave then the time may be transferred for use by another Bargaining Unit exec member which will be communicated to the employer as soon as possible.

ARTICLE D – ASSOCIATION SECURITY

- D.1 The interview period as provided for in Article 5.06 will be scheduled during an employee's orientation period. The interview period as provided for in Article 5.06 which will be a maximum of 30 mins will take place during corporate orientation days at the end of the day, the orientation schedule will be sent to the Bargaining Unit President at the time it is generated which will encompass all the dates for the calendar year.

ARTICLE E – SENIORITY LIST

- E.1 The seniority list as referred to in Article 10.02 will be provided within 15 days after the last pay period encompassing April 1st and Oct 1st. Corrected seniority lists for April and October, if any, shall be posted as soon as possible. The seniority list as referred to in Article 10.02 shall be provided every three (3) months when two (2) employees are within twelve (12) hours of each other.

- E.2 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful internal candidate for an ONA job posting will be notified by email or telephone, within one (1) week of the acceptance of the position by the successful candidate and prior to the posting of the name of the successful candidate.

ARTICLE F – LEAVE OF ABSENCE - ASSOCIATION BUSINESS

- F.1 Leave of absence for Association business as provided for in Article 11.02 shall be given for up to an aggregate maximum for all employees of thirty (30) days during the calendar year, provided that two (2) weeks written notice is given to the Hospital. Where less than two weeks notice is given the leave may be approved at the discretion of the Director of Nursing. It is agreed that not more than one (1) employee per unit and not more than two (2) employees shall be absent on such leave at the same time.

In the event that a member of the Bargaining Unit is elected as a local coordinator of the Association the number of days shall be increased to sixty (60).

ARTICLE G – EXTENDED TOURS

G.1 Introduction and Discontinuation of Extended Tours

- (a) Extended tours shall be introduced into any unit when:
 - i) eighty percent (80%) of the employees in the unit so indicate by secret ballot; and
 - ii) the Hospital agrees to implement the extended tours; such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended tours may be discontinued in any unit when:
 - i) fifty percent (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,
 - (c) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, states its intention to discontinue the compressed work week in the schedule.
- (c) When written notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
 - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - ii) where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended.
- (d) There will be an ongoing evaluation of the extended tour in each unit.
- (e) It is understood that the implementation of extended tours in any one unit will be on a trial period for six (6) months. At the completion of

the trial period a second vote will be taken in accordance with G.1 (a).

G.2 Scheduling regulations for extended tours shall be as follows:

- (a) Employees working Extended Tours will not be scheduled to work more than three (3) consecutive tours without their consent.

If an employee on extended tours works on the fourth (4th) consecutive and subsequent tour(s) they will be paid premium pay in accordance with Article 14.03.

- (b) There shall be 45 minutes of paid break time and 45 minutes of unpaid break time in each 11.25 hour tour. The normal entitlement to meal and rest periods shall be taken in three 30-minute periods, each of which is comprised of 15 minutes paid and 15 minutes unpaid.

ARTICLE H – 7.5 HOUR TOURS

H.1 Employees who work tours of 7.5 hours or less will not be scheduled to work more than seven (7) consecutive tours without their consent. Four (4) tours off will be scheduled each fourteen (14) tours. In any two (2) week period at least two (2) consecutive tours off will be scheduled. The remaining two (2) tours off may be split by mutual consent.

If an employee who works tours of 7.5 hours or less works on the eighth (8th) consecutive and subsequent tour(s), they will be paid premium pay in accordance with Article 14.03.

ARTICLE I – SCHEDULING PROVISIONS

I.1 The Hospital agrees to post the schedule two (2) months in advance for a one (1) month period. The Employer will endeavor to assign all work available in a unit prior to the posting of the schedule.

Schedule	Posting Date
April Schedule	February 1 st
May Schedule	March 1 st
June Schedule	April 1 st
July Schedule	May 1 st
August Schedule	June 1 st
September Schedule	July 1 st
October Schedule	August 1 st
November Schedule	September 1 st
December Schedule	October 1 st

Schedule	Posting Date
April Schedule	February 1 st
May Schedule	March 1 st
January Schedule	November 1 st
February Schedule	December 1 st
March Schedule	January 1 st

I.2 Requests for special time off and changes to the master rotation must be submitted in writing three (3) weeks in advance of the posting of the schedule. A response will be provided within one (1) week of receipt of the request and such request/changes shall not be unreasonably withheld.

I.3 The Hospital will provide at least two (2) weekends off in four (4) for full-time employees.

If an employee works on a third (3rd) consecutive and subsequent weekend they will be paid premium pay in accordance with Article 14.03 for all hours worked on that weekend save and except where:

- (a) such weekend has been worked by the employee to satisfy specific days off required by such employee; or
- (b) such employee has requested weekend work in writing; or
- (c) such weekend is worked as the result of an exchange of tour with another employee.

I.4 (a) The regular schedule shall provide for a minimum of twenty-four (24) hours between the starting time of one (1) period of scheduled tours and the starting time of the next period of scheduled tours.

Failure to schedule a period of twenty-four (24) hours off between a change of tour will result in the employees being paid premium pay in accordance with Article 14.03 for the first tour of the new schedule.

- (b) The regular schedule shall provide for a minimum of forty-eight (48) hours time off between the finishing time of a night tour and the starting time of the next day tour.
- (c) Failure to schedule forty-eight (48) hours off when a tour of duty is changed following night duty will result in the employee being paid premium pay in accordance with Article 14.03 for the first tour of the new schedule.

I.5 The rest periods as provided for in Article 13.01 (b) and the meal period as provided for in 13.01 (a) (i) will be scheduled by the Hospital.

I.6 When a full-time or part-time employee chooses equivalent time off as provided for in Article 14.09, such time off must be taken at a time arranged

between the employee and the Hospital. Employees cannot accumulate more than seventy-five (75) hours of time off in lieu of overtime.

When a full-time or part-time employee has already accumulated the maximum of seventy-five (75) hours, should the nurse be required to work overtime, such overtime hours will automatically be paid. Banked overtime hours must be used by the end of each fiscal year in which they were accumulated. Banked overtime hours which have not been taken by March 31 will be paid out.

Surgical services nurses will have the option of using additional time banked due to working additional hours when on call as per Article 14 to the maximum of twenty-five (25) hours per fiscal year.

I.7 It is understood that a weekend consists of sixty (60) consecutive hours off work during the period following the completion of the Friday day tour until the commencement of the Monday day tour.

I.8 Master Rotations

(a) Master rotations, including amendments to the master rotations, will be developed in consultation with the staff of the unit. Master rotation schedules shall be posted and available to affected staff for a period of seven (7) days to allow for review. The selection of the master rotation shall be voted on by the affected staff.

Such agreements will be secured by a secret ballot vote of the Full-time and Part-time on the Unit. Where the two (2) Part-time employees share a Full-Time position in a job sharing arrangements, the regular Part-time employees in the job sharing arrangements will be entitled to (1) vote. The vote must equal or exceed seventy-five (75%) of the unit on a master rotation, of the master rotation to be changed.

(b) Where a master rotation schedule is changed due to a permanent long-term layoff or the addition of new full-time positions, the employee on the affected unit will be provided with 90 days' notice that their master rotation may be amended.

(c) Where a master rotation schedule is changed pursuant to the above, individual schedule rotations will be awarded on the basis of seniority. Where the master rotation contains a job sharing arrangement, the seniority of the senior partner will be used for the purpose of the line selection.

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

- I.9 The Bargaining Unit President will be provided with a copy of all current master rotations no later than January 30th in each year that shows the names of the staff working the individual lines or job share positions.

ARTICLE J – CHRISTMAS / NEW YEAR'S SCHEDULING

- J.1 Employees will be scheduled off work at either Christmas or New Year's on an alternating basis from year to year, except in areas which are not normally required to work on weekends and paid holidays. The normal scheduling conditions may be waived to accommodate this special arrangement between December 15 and January 5. Tours will be maintained as close to the master rotation as possible.

Time off for Christmas and New Year's shall be posted by October 1st.

Time off at Christmas shall be defined as the period from 24:00 hours on December 23rd and shall include December 24th, 25th and 26th. Time off at New Year's shall be defined as the period of time from 07:00 hours on December 31st and shall include January 1st.

An employee will receive five (5) consecutive days off during this period. Where an Employee requests not to be scheduled off five (5) consecutive days at Christmas or New Year's, such an Employee is to put their request in writing to the Clinical Manager, no later than September 15th.

ARTICLE K – PART-TIME SCHEDULING

- K.1 Commitment as per Article 2.05

(a) Regular Part-Time Employees

The employee must be available as required by the Hospital to work twelve (12) calendar months of the year. Their commitment shall include all of the following conditions:

- (i) To be available to work at least forty-five (45) hours in a two (2) week period which shall include one (1) weekend in two (2). A weekend worked is deemed to be two (2) consecutive tours (worked or available) within the hours described in Article I.6.
- (ii) To work two (2) tours (Days/Evenings, Day/Night, Evenings/Nights).
- (iii) To work if required during the period over Christmas or New Year's. Christmas includes December 24, 25 and 26. New Year's includes December 31 and January 1.

- (iv) The regular Part-time nurse may declare unavailability in writing as prescribed by the employer twice per year by January 15th and July 15th.
- (v) Except in extenuating circumstances, must give four (4) hours' notice if unable to work a scheduled tour.
- (vi) Regular part-time employees will not be required to work their full commitment in any pay period where a week of vacation is scheduled.

(b) Casual Part-Time Employees

- i) The Casual Nurse will declare their unavailability in writing as prescribed by the employer two weeks prior to the posted schedule dates.
- ii) A casual part-time employee who declares herself available for any tour and later becomes unavailable for work shall notify the Hospital as soon as this change of circumstances becomes known to them.

K.2 Distribution of Part-time Work

The Hospital agrees to post the schedule two (2) months in advance for a one (1) month period and to achieve and maintain the following regulations in the formulation of working schedules:

- (a) The Hospital agrees to schedule regular part-time nurses according to their commitment providing the work is available.

The initial scheduling of tours will be on an equitable basis.

Where extra non-premium tours become available, they should first (1st) be offered on the basis of seniority to regular part-time nurses who have not yet been offered their commitment of hours.

- (b) During the months of July and August, part-time and casual nurses will provide by April 30 their proposed availability for July and August including the number of hours they are willing to work per pay period. For units that currently are self scheduling hours, this practice will be maintained.

- (c) When regular part-time employees on the unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours using the following sequence:

- Regular part-time employees on the unit by seniority

- Regular part-time employees on other units by seniority
- Casual part-time employees on the unit
- Casual part-time employees on other units
- Job sharers
- i) Employees who wish to be considered for additional tours must indicate their unavailability in the manner prescribed by the hospital;
- ii) A tour will be deemed to be offered whenever a call is placed;
- iii) It is understood that the hospital will not be required to offer tours which would result in overtime premium pay; the employer will consider patient safety and acuity when deciding on filling vacant shifts at premium.
- iv) When a regular part-time employee accepts an additional tour, they must report for that tour unless arrangements satisfactory to the hospital are made;
- v) Provided they are qualified, employees may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing hospital practice.
- vi) When an employee is being asked to work an additional or casual tour which would result in premium payment under the provisions of the Collective Agreement the employee is responsible to inform the individual calling. It is understood that the employee cannot waive the premium payment, nor can the Hospital request the premium be waived.
- vii) Part-time Nurses, in accordance with seniority and availability, who are scheduled to work the weekend adjacent to a holiday, will also be scheduled for the holiday. Part-time Nurses who work on the holiday weekend will be given, in order of seniority, first priority for additional work on the holiday. For clarity, this article does not amend the master rotation and applies only to *additional available* shifts. Christmas and New Year's are excluded. Easter weekend is included as a block of four (4) days.

K.3

Where a part-time employee is scheduled to work less than a normal tour (7.5 hours), Article I in its entirety applies except as amended by the following:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a reasonable level.

- (b) Employees working tours comprised of less than 7.5 hours shall be granted a paid rest period.
- (c) The scheduling of tours comprised of less than seven point five (7.5) hours will be done as equitably as possible except when a request to work tours of less than seven point five (7.5) hours is requested by the employee.
- (d) Employees working tours comprising of less than 7.5 hours shall not be scheduled to work more than seven (7) consecutive tours.
- (e) If an employee works in excess of the scheduled hours on a short tour they shall receive overtime premium of time and one half (1 ½) times their regular straight time hourly rate.

K.4 Error in The Assignment of a Nurses Shift

Considering that an error in the shift assignment, according to the provisions of the collective agreement and the availability submitted by the nurse may occur. The parties agree as follows:

The nurse will be assigned a shift based on the following conditions:

- (a) Based on the availability of the nurse over a six (6) week period.
- (b) A non-supernumerary shift will be offered only after all calls at straight time have been made with no acceptances from staff on the unit.
- (c) If the Hospital is unable to assign a shift within the six (6) week period, then the nurse shall be offered a supernumerary shift, equal to the shift that was not offered in error.
- (d) However, if the nurse refuses shifts offered by the Hospital in accordance with their availability within the six (6) week period, then no compensation will be paid and they will not be able to claim the shift in question, unless there are extenuating circumstances.

ARTICLE L – STANDBY

- L.1 (a) i) The Hospital will notify the Bargaining Unit President or designate prior to initiating ongoing standby assignments on any unit.
- ii) Scheduled standby assignments will be distributed equitably amongst both full-time and part-time employees in any unit utilizing standby.

- (b) Standby assignments will be posted at the same time as the schedule is posted eight (8) weeks in advance and shall cover a four week period. Employees shall be permitted to exchange their standby assignments, with their manager's approval.
- (c)
 - i) A full-time employee will not be scheduled for standby on a scheduled day off or scheduled on a weekend off, unless mutually agreed between the employee and the Hospital.
 - ii) Standby will not be scheduled on a night before a scheduled day tour. Nurses on standby will be entitled to ten (10) hours off after a period of standby unless otherwise agreed to by the employee.
 - iii) It is anticipated that the current practice of mutually agreeing referred to in (c) i) and ii) will continue. If the current practice is to be discontinued, the Hospital shall be given one hundred and twenty (120) days notice by the Union.
- (d) Employees scheduled for standby shall be provided with beepers.
- (e) Standby schedules will not be reassigned without consultation with the employee whose schedule is being changed.
- (f) An employee who is called in to work and:
 - i) Works a minimum of four hours; and
 - ii) Works to 0030 hours or beyond; and
 - iii) Is scheduled for the next shift will be permitted leave with pay for the part of the next shift to allow ten (10) hours between the end of the call in assignment and the commencement of work on the regularly scheduled shift. The employer will endeavour to provide coverage for the entire shift unless otherwise agreed by the employee.

L.2 Telephone Callback

- (a) Telephone Stand-by is a call back from standby that does not require the employee to leave their home.
- (b) A nurse on standby will be provided with the necessary equipment including items such as a tablet, ID card, etc. to allow them to work effectively from home when called during their standby shift. The Employer will be responsible for maintaining such equipment.
- (c) A nurse who is called in while on telephone standby shall be paid in accordance with Article 14.06 of the Collective Agreement.

- (d) Compensation for telephone standby time will be in accordance with Article 14.07 of the Collective Agreement regardless of the duration of the call.
- (e) The minimum payment for a call will be one half hour and will be considered compensation for all other calls within the half hour about that same issue from the same person and will not result in additional compensation.
- (f) A Record of the calls will clearly identify the following:
 - i) The initials of the caller and;
 - ii) The purpose of the phone call and;
 - iii) The start and end time as well as the total duration of the call including any documentation time;
 - iv) A brief description of the action taken, or information/service provided;
 - v) The record will be maintained for the period of the standby assignment, signed off as being complete and accurate by the claiming nurse, then submitted to the Manager or designate for approval of payment.
- (g) The employer will notify the Union of the Unit, dates involved and call back schedule.
- (h) The Employer will endeavor to provide the Union with six weeks' notice in the event of a change and/or cancellation.
- (i) The employer will make sure that staff are aware of the presence of this LOU and training and a policy developed in how to track and submit the forms.

ARTICLE M – 2 DAY 2 NIGHT ROTATION

M.1 2 Day 2 Night Schedule

- (a) When the Hospital and the Union agree, a 2D 2N extended tour schedule may be instituted. Employees not in favour of the 2D 2N extended tours shall be fitted into the schedule based on the normal shift rotation. Employees wanting to withdraw from the schedule will be able to do so with twelve (12) weeks notice in writing or such other period mutually agreed to by the Parties.

(b) For employees working a 2 day 2 night schedule, provisions contained in Article G are applicable save and except for the following:

- i) G.2 shall not apply. An Employee shall not be required to work more than four (4) consecutive tours. An employee shall be paid at premium pay for the fifth and subsequent tour until a day off is granted.
- ii) Nurses will not be scheduled to work more than three (3) consecutive weekends. A nurse who works a fourth consecutive weekend or portion of a fourth consecutive weekend will receive premium pay as per Article 14 for all hours worked on the fourth and fifth consecutive weekends. For clarity: Consecutive weekend premium payment will cease at the completion of the fifth consecutive weekend and will not be paid for the remaining regularly scheduled consecutive weekends.

Employees will not work more than the weekends scheduled on the master rotation. An employee will be paid premium pay for work performed on any weekend in excess of the master rotation, save and except where:

- A. Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
- B. Such employee has requested weekend work; or
- C. Such weekend is worked as the result of an exchange of shifts with another employee.

(c) All schedules will be done on the basis that each full-time employee will be scheduled for 1950 hours per year. In order to ensure 1950 paid hours per calendar year, additional shifts on the master rotation will be equitably scheduled which will not incur premium pay. The nurse may request vacation, banked time or statutory holiday time for these shifts. The employer will endeavour to schedule the make-up shifts so that they do not occur on the weekend off nor on the Friday evening preceding that weekend off.

ARTICLE N – PAID HOLIDAYS

N.1 The Hospital agrees to recognize the following paid holidays:

- | | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |

Easter Monday
Canada Day (July 1)

Christmas Day
Boxing Day

- N.2 Full-time employees, on request, may use banked paid time or vacation to ensure no loss of pay when a stat holiday is scheduled on what otherwise would be an extended tour.
- N.3 If a full-time employee qualifies in accordance with Article 15.02, the lieu day will either be added to their vacation or scheduled off at a mutually agreeable time in the case of 15.04 (a) and (b) and scheduled off at a mutually agreeable time in the case of 15.05 but in any event, must be taken within sixty (60) days from the date of the holiday.

ARTICLE O – VACATIONS

- O.1 An employee must submit their written request for vacation in accordance with the chart below.

Vacation Period	Request Due Date	Authorization Date
January 1 - May 15	October 1	October 15
May 16 - September 15	February 1	February 15
September 16 - December 15	June 1	June 15
December 16 - December 31	September 15	October 1

Vacation requests made after the vacation approved list has been posted in accordance with the above noted timeframes will be considered on a first come first served basis and approval or denial of such requests will be made in writing within seven (7) days of receipt of such request.

Where a dispute arises between full-time employees requesting the same vacation times and such requests cannot be accommodated by the Hospital then unit seniority shall apply. Where a dispute arises between regular part-time employees requesting the same vacation times and such requests cannot be accommodated by the Hospital then unit seniority shall apply. An employee may exercise their seniority rights only once in a vacation year. Vacations may not be accumulated over the maximum yearly entitlement of the employee except with the express permission of the Hospital.

- O.2 It is understood that vacation weeks are not necessarily continuous however, the Hospital will endeavour to accommodate the wishes of the employee with respect to the choice of vacation dates.

O.3 Employees may be granted vacation as single days or a combination of days to a maximum of ten (10) tours during the vacation period, June 1 to August 31. Notwithstanding the foregoing, an employee will not be scheduled for more than two (2) consecutive weeks vacation from June 1st to August 31st. Additional requests may be granted after all employees have had an opportunity to request vacation during this period. Employees will not be scheduled for vacation between December 15th and January 5th prior to ensuring that employees have their entitlement to the five (5) consecutive days off in accordance with Article J. Approval for such vacation shall not occur prior to November 15.

O.4 Vacation Cancellation

Any employee requests for changes to scheduled vacation must be mutually agreed to between the employee and the Manager. Requests to reschedule or cancel vacation must be provided to the Manager at least two (2) weeks prior to the posting of the schedule.

O.5 Once schedules are posted, if an employee no longer desires their requested approved vacation, they may make themselves available to pick up tours. Such employees will be called last for any tours; after all other available employees have been offered such tours.

ARTICLE P – BULLETIN BOARD

P.1 The Hospital will provide a bulletin board to be used by the Association for the purpose of posting of notices of union meetings and other Association matters.

All material for posting must be signed by the Bargaining Unit President or designate.

Job postings do not require signature of the Bargaining Unit President. Job postings will be sent electronically to the Bargaining Unit President or their designate at the email address provided to the Hospital.

ARTICLE Q – PREPAID LEAVE

Q.1 The number of employees who may be absent at any one time under the prepaid leave program shall be a total of two (2) with not more than one (1) employee being absent at any one time from each unit. For clarity the total of two (2) employees is the combined total of full-time and part-time employees.

ARTICLE R – WORKPLACE SAFETY AND INSURANCE AND REINSTATEMENT

The Hospital and the Union both recognize their obligations under the law in facilitating the early and safe return of disabled employees to work which is meaningful and physically and psychologically safe for them and valuable to the Hospital. The Hospital and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of safely integrating accommodated workers back into the workplace.

- R.1 The Hospital will notify the Bargaining Unit President of the names of all employees off due to work related injuries which have resulted in the employees not being able to return to their normal duties and those employees on LTD.
- R.2 When it has been medically determined that an employee is unable to return to the full duties of their position due to a disability, the Hospital will notify and meet with a 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.
- R.3 The Hospital agrees to provide the employee and the Association, with a copy of the WSIB Form 7 at the same time as it is sent to the Board.

ARTICLE S – VIOLENCE

- S.1 The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will make every reasonable effort to rectify the situation.
- S.2
- (a) The Hospital, in consultation with the Joint Health and Safety Committee, agrees to develop and implement policies, procedures and programs pertaining to the provision of a safe and healthy workplace. The aforementioned include, but are not limited to, Violence Prevention in the Workplace Program, Sharps Handling and Sharps Containers policies, Respiratory Protection Program, Minimal Lift Policy and Musculo-Skeletal Injury Prevention Program.
 - (b) The Hospital agrees to support the Joint Occupational Health and Safety Committee and its Terms of Reference, Structure and Function.
 - (c) Critical incident stress debriefing shall be made available to nurses.
- S.3 The parties agree that if incidents involving aggressive client action occur, such action will be documented and forwarded to Employee Health Service.

- S.4 The Employer shall notify the Union as soon as possible, of any employee who has reported an assault while performing their work. The assaulted employee may choose to have their name remain confidential.
- S.5 When an employee, in the exercise of their functions, suffers damage to personal property, the Employer shall repair or replace the property at no cost to the employee.

The employee will present a claim to the Employer within seven (7) days after the event, unless it was impossible to do so during this period.

ARTICLE T – JOB SHARING

- T.1 The introduction of job sharing arrangements in a Unit will be subject to mutual agreement between the Union and the Employer. The Employer and the Union shall not arbitrarily or unreasonably refuse to implement job sharing.

Job sharing requests with regard to full-time positions shall be considered on an individual basis. Such approval will not be unreasonably withheld.

- T.2 The employees involved in job sharing are entitled to all the terms of the part-time Collective Agreement except those which are modified as follows:
- (a) Schedules will conform with Article G of the Collective Agreement which sets out scheduling.
 - (b) Total hours worked by the job sharers shall equal one (1) full-time position. Job sharers will have the option of determining between themselves which partner will work on a scheduled tour, however, all scheduled tours must be covered. Such schedules will not be unilaterally imposed or changed by the Employer, but once the schedules are posted they will not be changed without notice being given to the staffing office. Such permission will not be unreasonably withheld.
 - (c) Employees will be granted at least five (5) consecutive days off over either Christmas or New Year's. When one or both job sharers work over Christmas, neither can be required to work over New year's, and vice versa unless mutually agreed otherwise. Should employees be assigned to work either Christmas or New Year's, unless mutually agreed, they will be expected to work on at least five (5) consecutive days, if required for normal tours, and at least three (3) consecutive days for extended tours, if required. Where both job sharers request to work Christmas or New Year's or request to have either off and a conflict exists, then seniority shall be the deciding factor.

(d) Paid Holidays

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

- (e) Each job sharer may exchange tours with their partner as well as other employees as provided by the Collective Agreement. A job sharer may exchange with employees other than their partner only when neither of the job sharers are scheduled to work.

(f) Coverage

i) It is expected that both job sharers will cover each other's incidental illnesses and approved vacation. If, because of unavoidable circumstances one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences. Job sharers shall be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on tours when neither job share partner is scheduled and where such would not result in premium payment.

ii) Vacation, Maternity Leave and other Leaves pursuant to Article 11 of the Central Agreement

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence exceeding thirty (30) days, the remaining partner has the option of covering all of the absent partner's tours for the duration of the absence and will declare their availability to the Nurse Manager at the time of the request. If the employee cannot cover for their partner, the vacancy will be offered to the most senior regular part-time employee on that unit.

(g) Implementation

Where the job sharing arrangement arises out of the filling of a vacant full-time position, the full-time position will be posted first and in the event that there are no successful applicants, then both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

- (h) i) An incumbent full-time employee wishing to share their position, may do so without having their half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

- ii) It is understood and agreed that the arrangement is for a trial period of three (3) months for the full-time employee originating the request. Once the trial period is over, the employee cannot revert to their former position except under (i) below.
- iii) Where two (2) full-time employees on one Unit wish to job share one (1) position neither half will be posted providing this would create one (1) full-time position to be posted and filled according to the Collective Agreement.
- (i) If one of the job sharers leaves the arrangement, their 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 reverting to an already posted but unfilled Regular Part-time position or a casual part-time position for which they are qualified. If they do not continue full-time, the position must be posted according to the Collective Agreement.
- (j) Discontinuation

Either party may discontinue the job sharing arrangement with ninety (90) day's notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation and attempt to agree on reassignment. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

Failing an agreement, on discontinuation the two job sharers, in order of seniority, will have the option of continuing in the full-time position. If neither job sharer takes the full-time position, the vacant full-time position will be posted.

ARTICLE U – REASSIGNMENT

As per Article 10.08 (a), the Hospital and the Union agree to implement the following principles if such reassignment occurs:

- U.1 The reassigned employee will be assigned to work collaboratively with a team member on the receiving unit.
- U.2 The team member will orient the reassigned employee to the general functioning of the unit.
- U.3 The reassigned employee will identify, to the team member, their skills, abilities and limitations in relation to duties required on the receiving unit. The two employees will collaborate in providing patient care.

U.4 Reassignment will occur bearing in mind the following principles:

- (a) Patient care requirements are the first priority.
- (b) The Hospital will not normally reassign probationary employees.
- (c) The hospital will reassign, where possible employees who volunteer. Subsequently the Hospital will reassign staff nurses in the following sequence, on the basis of reverse seniority: casual; regular part-time; regular full-time.

ARTICLE V – MISCELLANEOUS

V.1 Electronic Grievance Forms

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

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

V.2 Paycheck Errors

Any regular earnings omitted on a paycheck that are over one hundred (\$100) dollars caused by an error on the part of the employer shall be paid to the nurse within three (3) working days.

**LETTER OF UNDERSTANDING
RE: COMPOSITE POSITIONS**

The parties recognize the current shortage of nurses and in an effort to retain and recruit experienced nurses the parties agree without prejudice and precedent to the creation of composite positions between two (2) units to provide Full-time employment on the following basis:

1. The composite position will be in _____ unit and _____ unit.
2. The job posting will clearly indicate the nursing units in which the full-time hours will be worked.
3. The nurse(s) in the composite position will be on a master rotation.
4. The Nurse in the composite position will be assigned to one (1) unit as their home unit for the purposes of vacation, layoff, recall or any other provision dealing with seniority rights.
5. All provisions of the Collective Agreement will apply to the position.
6. The parties agree to meet within the first six (6) months to review the position and by mutual agreement amend the terms and conditions as required.
7. Prior to the creation of new composite positions between units the Hospital will meet with the Union to discuss the new positions.

**LETTER OF UNDERSTANDING
RE: K.2 DISTRIBUTION OF PART-TIME WORK AND THE OFFERING OF
ADDITIONAL SHIFTS AFTER SCHEDULE HAS BEEN POSTED**

It is understood that staffing will allow the nurse one (1) hour to return the call to accept any shift that is offered with greater than 72 hours' notice.

**LETTER OF UNDERSTANDING
RE: EXTENDED SHIFTS/MIXED SHIFTS LANGUAGE**

Whereas the employer has been using a hybrid schedule on the medsurge unit since _____ and there was no unit vote at the time the parties wish to implement language that will cover staff who are currently working this type of schedule BU wide but particularly on the medsurge unit.

This LOU is without precedent or prejudice and applies to ONA members employed at Winchester District Memorial Hospital. This LOU will also not prevent the parties from discussing these issues during bargaining.

Extended shifts mixed schedule:

A: Voting Guidelines:

A vote is required on a Unit for the introduction of, or continuation of hybrid schedules as per the following guidelines and procedures.

The purpose of these guidelines is to ensure that all staff members eligible to vote have the opportunity to do so.

Scheduling of Voting

1. The date(s) and time(s) at which voting is scheduled to take place will be posted at least one week in advance to ensure that staff on the Unit are fully aware. This will be posted both on the unit and emails sent out to staff.
2. Voting times will be scheduled to coincide with the Unit's operation to ensure that all shifts have the opportunity to participate in the voting process (i.e. day/evening/night shift).

Eligibility to Vote

3. Voting will be conducted by email ballot. Only permanent part-time and permanent full-time staff are eligible to vote and as determined by the parties.
4. A list of eligible full and part-time nurses will be made available during the voting process to enable the tracking of voting participants. Staff who are working a particular type of schedule aside from the hybrid one, such as the T.L will not be eligible to vote.

Results

5. The designated ONA LRO and unit's nurse manager or delegate will act as scrutineers for the voting process so that there is one person representing each group.
6. In order for the introduction or continuation of an innovative unit scheduling initiative, seventy (70%) of the full-time and regular part-time employees that cast a vote must have voted in favour of the schedule.
7. The final counts of the vote will be the total of all staff who participated in the vote. There will be no separate count totals of full time and part times votes.
8. The results of the vote will be communicated to the unit accordingly by both email and posted on the unit.

Discontinuation

9. The scheduling initiative may be discontinued on the unit when 51% of the full-time and regular part-time employees on the unit indicate by a secret ballot vote or if the employer provides evidence of any of the following reasons:
 - adverse effects on patient care;
 - inability to provide a workable staffing schedule.
 - where the employer identifies other reasons that are neither unreasonable, arbitrary or in bad faith.

Notice will be provided to the head of HR, CNE and to ONA.

10. When notice of discontinuation is provided by either party in writing in accordance with the above, the parties shall meet within two weeks of the receipt of such notice and will review the request for the discontinuation.
11. Where it is determined the scheduling initiative will be discontinued, affected employees will be give (60) sixty days' notice before any changes are put into effect.

Implementation

12. It is understood that the implementation of a hybrid schedule will be on a trial basis for 16 months starting _____. At the 12 months mark the parties will meet to confirm their desire for the continuation of extended shifts.
13. Once the preliminary vote is completed and the new schedule has been posted, nurses will be able to choose their lines based on their FT or PT status and BU seniority at the time of the vote. An individual's line on a master rotation will not be changed without prior discussion between the employee affected and their immediate supervisor.
14. Once the schedule and the choosing of lines is completed the Union will be provided with copies.

B: Mixed Schedule Guidelines:

Hours of Work

1. The regular workday will be either a seven and one- half (7.5), or eleven and one quarter (11.25) hour tour. If the nurse works longer than their scheduled shift be it either 7.5 or 11.25 hour tour it will be considered at premium pay or at the nurses option, time off without loss of salary.

It is understood that at the change of tour there shall be additional time of up to fifteen (15) minutes required for reporting which shall be considered part of the normal daily tour.

2. Meal time of one half ($\frac{1}{2}$) hour shall be scheduled away from the floor during a nurses 7.5 hour tour whether day or evening or night. Three quarters ($\frac{3}{4}$) hour shall be scheduled away from the floor during a nurses day/night twelve (12) hour tour.
3. Three (3) rest periods of fifteen (15) minutes each will be granted during the 12 hour tour arranged to suit the workload.
4. Winchester- Standard Day

For the purposes of determining overtime the standard day for all nurses covered by this agreement shall be defined as a twenty-four (24) hour period beginning at:

23:00-07:00 Night Tour
07:00-15:00 Day tour
15:00-23:00 Evening Tour
07:00-19:00 Day 12 hr Tour
19:00-07:00 Night 12 hr Tour

The Union and the employer may mutually agree to 7.5 hour and 11.25 hour tours commencing up to one (1) hour earlier or later than the times stated above. A six week (6) period of notice will be provided to the Union and the nurses before any change is made.

5. Nurses who work this mixed schedule will be scheduled every second weekend off unless such weekend has been worked to satisfy specific days off requested by such nurse as a result of an exchange of shifts with another nurse.
6. Following a change of shifts from night shifts by either FT or PT RN's a period of at least forty-eight (48) consecutive hours will be scheduled off. If the employer fails to schedule an RN to such, the nurse will be paid premium payment for the following tour of duty worked.
7. There shall be a minimum of twelve (12) hours scheduled off between tours of duty. Should the employer schedule less than twelve (12) hours between tours, the nurse shall be paid premium payment for the entire tour worked.
8. Where nurses work hybrid schedules, they will not be required to work more than 2 regular tours, and 2 extended tours or 3 regular tours and 1 extended tour, without a day off. The nurse will be paid premium pay for any shifts worked that exceeds these maximums.

9. An employee will not be asked to change tours of duty more than once during a week unless otherwise requested by the employee to satisfy a request or exchange of shifts with another RN.

Shift Exchanges

10. It is understood that a nurse may request to change a 12-hour shift with a nurse working an 8-hour shift or vice versa. Whereas result of such exchange(s) a Full-time nurse regularly works less than 75 hours per pay period, the employer reserves the right to refuse such nurses request to exchange shifts of work.
11. Shift exchange rules:
 - a. Will not incur premium
 - b. Will not result in nurse working 2 shifts back to back.
 - c. The employer and the Union will meet to discuss any proposed changes to the shift exchange rules as required.

DATED this 9th day of November 2023.

FOR THE EMPLOYER:

Michelle Blouin

Brenda Fancey

Shannon Horsburgh

Michael Paglia

FOR THE UNION:

Marc Page
Labour Relations Officer

Stacey De Jong

Abbygail Comtois

Cheryl Gibson