

## **COLLECTIVE AGREEMENT**

Between:

**WINGHAM AND DISTRICT HOSPITAL**  
(hereinafter referred to as “the Hospital”)

And:

**ONTARIO NURSES' ASSOCIATION**  
(hereinafter referred to as “the Union”)

Expiry Date: March 31, 2023

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

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

**Clinical Resource Nurse**

It is agreed that as of October 29, 2012 there are no incumbents in this classification. In the event the classification is posted the parties will proceed under Article 19.08 of the collective agreement with respect to a salary grid.

**Clinical Nurse Leader**

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

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

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

L2

**APPENDIX 4**  
**SUPERIOR CONDITIONS**

Non-applicable

**APPENDIX 5- LOCAL ISSUES**

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## **ARTICLE A – RECOGNITION**

A-1 The Hospital recognizes the Union as the exclusive bargaining agent of all registered and graduate nurses employed in a nursing capacity by the Wingham and District Hospital in the Town of Wingham, save and except Managers and persons above the rank of Managers.

## **ARTICLE B – MANAGEMENT RIGHTS**

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

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline nurses, provided that a claim of discipline without cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the nurses;
- (d) determine in the interest of efficient operation and high standards of service, job rating, and classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;
- (e) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith; and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.

B-2 These rights will not be exercised in a manner inconsistent with this Agreement.

## **ARTICLE C – UNION COMMITTEES AND REPRESENTATIVES**

C-1 The parties agree that nurse representatives and committee members will be from both the full-time and part-time bargaining unit and shall represent both bargaining units. It is understood that the total number of nurses as

nurse representatives or committee members shall not exceed the following:

(a) Nurse Representatives

There shall be two (2) nurse representatives.

(b) Grievance Committee

In accordance with Article 6.02 (b), the Hospital will recognize a Grievance Committee of three (3) bargaining unit nurses. When a member of the Committee is not available, they may be replaced by an alternate member appointed by the Union.

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

(c) Hospital-Union Committee

The Hospital/Union Committee shall be composed of up to three (3) nurses with representation from the Employer. When a regular nurse is not available they may be replaced by an alternate appointed by the Union. Any other person may attend by agreement of the parties.

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

(d) Negotiating Committee

There will be up to three (3) nurses.

(e) Joint Health and Safety Committee

The Hospital will recognize one (1) bargaining unit nurse on the Joint Health and Safety Committee. When a regular member of the Committee is not available, they may be replaced by an alternate, appointed by the Union.

(f) Fiscal Advisory Committee

There will be one (1) nurse.

C-2

Union Interview

The interview period provided for in Article 5.06 will be scheduled during the newly hired nurse's orientation period. The Bargaining Unit President will be

given notice of any new hires and their dates of orientation so they may arrange for an interview.

- C-3 The Hospital and the Union agree that the Hospital-Union Committee is the Committee to address the planning of professional development initiatives for nurses. This Committee shall satisfy all requirements as set out in Article 9 of the Collective Agreement.
- C-4 The Hospital will endeavour to hold Hospital/Union meetings requiring the attendance of the Bargaining Unit President during the Bargaining Unit President's scheduled day shift. Where this is not possible, the Hospital agrees to pay the Bargaining Unit President or designate at straight time rates for attendance at such meetings. When required to attend meetings during their scheduled shift, the Hospital will adequately replace the Bargaining Unit President on their unit.
- C-5 The Employer will pay the Bargaining Unit President or designate at their regular straight time hourly rate for all time spent attending meetings with the Employer outside their regularly scheduled hours.

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

It is understood that the Bargaining Unit President will be reasonably available to the Employer and attendance at meetings.

## **ARTICLE D – HOURS OF WORK**

### **D-1 Hours of Work**

The Hospital will endeavour to achieve and maintain the following objectives in the formulation of working schedules:

- (a) The Hospital agrees that it will not schedule more than seven (7) consecutive tours without the nurse's consent. Premium pay will be paid for all hours worked on an eighth (8<sup>th</sup>) consecutive and all subsequent consecutive tours.

(applies to full-time only)

In any two (2) week period, a nurse will not be scheduled to work more than eleven (11) tours.

- (b) i) All schedules shall be posted no later than seventeen (17) days in advance and shall cover the same nine (9) week period.

- ii) The schedule for the Christmas/New Years' period, up to the end of the week which includes January 15<sup>th</sup>, will be posted by November 1<sup>st</sup>.
  - iii) The actual summer schedule including July, August and the week of September which includes Labour Day will be posted by June 1<sup>st</sup>.
  - iv) Schedules shall be posted as soon as possible on the day of posting.
  - v) The Employer will seek input from, and consultation with, nurses who would be affected by any proposed changes to master schedules where they exist.
  - vi) When the Hospital decides to make a permanent change to the master schedule where they exist, it will advise the Union sixty (60) days prior to implementing the change and will, if the Union requests in a timely fashion, discuss the proposed changes with the Union. Nurses on the unit will choose their placement on the new master schedule by seniority.
- (c) There will be not less than a period of sixteen (16) consecutive hours scheduled off between shift changes without the consent of such nurse. Where the nurse does not receive sixteen (16) hours off, premium pay will be paid for all hours worked on the nurse's next shift.
- (d) There will not be less than a period of forty-eight (48) consecutive hours scheduled off following the night shift when changing the schedule to either the day shift or evening shift. Where the nurse does not receive forty-eight (48) hours off, premium pay will be paid for all hours worked on the nurse's next shift.
- (e) The Hospital shall ensure each nurse at least three (3) weekends off in every six (6) weekends. A nurse will receive premium pay as provided for in Article 14 of the Central Collective Agreement for all hours worked on a third (3rd) consecutive weekend and subsequent consecutive weekend save and except where:
- i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - ii) such nurse has requested weekend work; or
  - iii) such weekend is worked as a result of exchange of shifts with another nurse.



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

It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday day until the commencement of the Monday day.

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

- (f) Nurses who are unable to report for their regular scheduled shift shall give the Hospital at least four (4) hours' notice for evenings and night shifts and at least one (1) hour's notice for the day shift.
- (g) Subject to the approval of the Employer, employees may mutually agree to exchange shifts. The shift exchange form shall be submitted to the Scheduler's office at least three (3) days in advance prior to the exchange. Employer will review such request within 48 hours from when the request is received. A request will be deemed approved once it is updated in the scheduling system. If the exchange is denied, the parties will be notified. Such exchange shall not result in premium or overtime payment by the Employer.

In extenuating circumstances, subject to the approval by the Employer, there may be less than three (3) days' notice given by employees who wish to exchange shifts, and email consents may be permitted.

- (h) Applies to nurses working both Regular and Extended Tours:
  - i) Each nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Years. In order to achieve this time off, the Union waives the scheduling provisions in Article D-2, D-3 and D-4 to accommodate this special arrangement between December 15th and January 15th. In addition the number of weekends/consecutive weekends may be extended by one (1) additional weekend before premium payment would apply. Therefore:
    - A) nurses working the Regular Tour may be scheduled for four (4) weekends in six (6) weeks with premium

payment applicable to the fifth (5<sup>th</sup>) and sixth (6<sup>th</sup>) weekend;

- B) nurses working the Extended Tour Continental schedule may be scheduled for two (2) consecutive weekends with premium payment applicable to the third (3<sup>rd</sup>) and subsequent weekends;
- C) regular part-time nurses working extended tours may be scheduled for three (3) consecutive weekends with premium applicable to the fourth (4<sup>th</sup>) and subsequent weekends.
- D) nurses working the Extended Tour 2D2N schedule may be scheduled for four (4) consecutive weekends with premium pay applicable to the fifth (5<sup>th</sup>) and subsequent weekends.

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

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

- ii) For purposes of time off work, the definition of Christmas includes Christmas Eve Day, commencing at 0700 hours, Christmas Day, and Boxing Day.

For purposes of time off work, the definition of New Year's includes New Year's Eve Day commencing at 0700 hours and New Year's Day.

For purposes of self-scheduling there is no requirement that the Nurse work all of the above when self-scheduled for either Christmas or New Year's unless the Nurse wishes to do so or the Hospital has identified a staffing need. It is understood the Employer has final approval of the schedule.

- iii) Nurses will indicate yearly no later than September 15<sup>th</sup> for which holiday they prefer to be scheduled off work. Any conflict arising from the nurses' requests will be resolved first on the basis of what the nurses worked the previous year and then on the basis of seniority. New nurses hired after September 15<sup>th</sup> shall be scheduled as needed.

- iv) Where feasible, the Hospital agrees that at least one (1) nurse per unit who has achieved twenty-five (25) years of service

will be scheduled off for both Christmas and New Year's. Offers will be made in order of rotational seniority on each unit. Where the hospital determines it is not feasible, the Union will be informed prior to October 15 with rationale.

The approved holiday schedule shall be posted as early as possible, but no later than November 1st.

- (i) i) (applies to full-time only)

Where the nurse is unable to reach the Hospital for a shift due to inclement weather conditions which result in local road closures, the nurse shall have the option of using that tour as a vacation day or leave of absence without pay, or banked lieu time. It is understood the nurse would notify the Hospital as soon as possible of such inability to attend.

- ii) (applies to part-time only)

Where the nurse is unable to reach the Hospital for a shift due to inclement weather conditions which result in local road closures, the day shall be considered a leave of absence without pay, or banked lieu time. It is understood the nurse would notify the Hospital as soon as possible of such inability to attend.

- (j) The night shift will be the last shift of the day.
- (k) Prior to altering the starting or finishing times in any unit, or prior to introducing different tours on a unit, the Bargaining Unit President shall be notified and the nurses in the unit consulted for input and comments.
- (l) There will be no split shifts scheduled.
- (m) The Employer will endeavour to avoid changing tours more than once per week unless agreed to by the nurse.
- (n) The Employer shall endeavour to distribute work equitably amongst nurses in a unit working the same shift rotation, unless an alternate distribution is agreed to between two (2) or more nurses and the Employer.
- (o) Part-time nurses filling full-time positions on a temporary basis will be scheduled in accordance with the full-time scheduling provisions of the collective agreement.

D-2 (applies to full-time only)

In any two (2) week period, at least two (2) consecutive days off will be scheduled. Scheduling of split days off will be kept to a minimum.

D-3 (applies to full-time only)

- (a) Nurses who normally rotate shall be scheduled to work days and evenings or days and nights, unless mutually agreed otherwise.
- (b) The Hospital will endeavour, as far as reasonably practicable, to schedule an equal number of weeks on the day shift as on the evening and/or night shift.
- (c) A nurse who normally rotates shall not be scheduled to work more than two (2) consecutive weeks on either an evening or night shift.

D-4 (applies to full-time only)

Nurses may request to work permanent night shift for a temporary defined period of time. It is agreed that the parties will discuss and document specifics related to the request. Such request will not be unreasonably denied. However, all such Nurses may be assigned to the day shift from time to time for training, development, reorientation, and evaluation purposes.

D-5 A regular part-time nurse's commitment to be available for work as required will include the following conditions:

- i) available to work all three (3) shifts (days, evenings and nights);
- ii) available to work at least two (2) scheduled regular tours per week; and
- iii) Multi-unit regular part-time employees must be available for at least one hundred and thirty-five (135) hours over a nine (9) week period and will be available to work four (4) out of nine (9) weekends.
- iv) Available to work as scheduled over either the Christmas or New Year's period subject to Article D-1 (h), and in addition at least four (4) other holidays during the year, two (2) of which will be those that fall between the dates of May 15<sup>th</sup> and September 15<sup>th</sup> of each year.
- v) Available for scheduling twelve (12) months of the year unless the nurse is on scheduled weeks of vacation or an approved

leave of absence. It is understood that approved vacation over a weekend period will be considered toward meeting the regular part-time nurse's weekend commitment.

- vi) Time off for vacation or leaves of absence granted under Article 11 of the Central Hospital collective agreement, may result in the regular part-time nurse not being scheduled the minimum part-time commitment as identified above.

A commitment that a regular part-time nurse must make as specified herein is not a guarantee that the nurse will be scheduled to work according to this commitment. Further the simple making of a commitment does not automatically transform a casual nurse into a regular part-time nurse.

D-6 Regular part-time nurses considered multi-unit nurses and are assigned a home unit for the purposes of scheduling, vacation, call-in and layoff. Regular part-time nurses will be scheduled according to the commitment identified in Article D-5 on the posted schedule as follows:

(a) Self Scheduling:

All available work at the time of self-scheduling will be equitably distributed among regular part-time nurses, up to commitment. It is understood that each nurse should have time scheduled in each pay period if there is time available unless they are on approved leave (i.e. vacation).

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

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

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

Schedules should be generated without unnecessary premium, however if in attempts to complete the schedule a premium shift is required, management will be advised for approval before the schedule is finalized.

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

- (b) All regular part-time nurses on a unit will be scheduled up to their committed hours before any casual part-time nurses are utilized.
- (c) After the schedule is posted the Procedure for Offering Additional Shifts will be followed.

A tour will be deemed to be offered when a call is placed or email sent.

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

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

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

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

Once confirmed, shifts booked will be emailed out to the Employees by Wednesday at 1600. Each offer of a shift made will be documented.

#### Procedure for Offering Additional Shifts

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

- i) Where a regular part-time staff has had a scheduled shift cancelled and a need arises whereby the Hospital intends to call in staff during the same twenty-four (24) hour period, the regular part-time staff who had the shift cancelled will be given the first opportunity to work that call-in shift provided it is of the same tour length.

- ii) Regular part-time staff on the home unit who do not have commitment and are not in a premium position are called and offered the shift at straight time, in order of seniority. If the shift is not accepted,
- iii) Regular part-time staff on the home unit, which includes Job Sharers, who are not in premium position and who have indicated availability for additional shifts are called and offered up to full-time hours in the pay period at straight time, in order of seniority. If the shift is not accepted,
- iv) Regular part-time staff including job sharers from other units who have indicated availability to take additional shifts on this unit, who are capable of performing the required work and who are not in premium position, are called and offered up to full-time hours in the pay period at straight time, in order of seniority. If the shift is not accepted,
- v) Casual part-time staff on the home unit who are not in premium position are called and offered up to full-time hours in the pay period at straight time, in order of seniority. If the shift is not accepted,
- vi) Casual part-time staff from other units in the Hospital who are capable of performing the required work and who are not in premium position are called and offered up to full-time hours in the pay period at straight time, in order of seniority. If the shift is not accepted,
- vii) Staff who are on vacation and have indicated in writing to the Scheduling Office that they are available for calls.

Where an on offer of an additional tour will result in premium pay the call order will be as follows:

- viii) Full-time staff on the home unit who have not indicated unavailability for this shift or overtime call-ins, are called and offered the shift at premium pay in order of seniority. If the shift is not accepted,
- ix) Full-time staff from other units who have indicated availability to take additional shifts on this unit, who are capable of performing the required work, are called and offered the shift at premium pay in order of seniority. If the shift is not accepted,

- x) Regular part-time staff on the home unit, which includes Job Sharers, are called and offered the shift at premium pay in order of seniority. If the shift is not accepted,
  - xi) Regular part-time staff including job sharers from other units who have indicated availability to take additional shifts on this unit, who are capable of performing the required work, are called and offered the shift at premium pay in order of seniority. If the shift is not accepted,
  - xii) Casual part-time staff from the unit are called and offered the shift at premium pay in order of seniority. If the shift is not accepted,
  - xiii) Casual part-time staff from other units in the Hospital who are capable of performing the required work are called and offered the shift at premium pay in order of seniority. If the shift is not accepted,
  - xiv) Staff who are on vacation and have indicated in writing to the Scheduling Office that they are available for calls.
- (e) It is recognized the Hospital shall not be required to assign any hours which may result in overtime premium pay.
  - (f) When a regular part-time or casual nurse accepts an additional tour, they must report for that tour unless agreed otherwise by the employer.

D-7 Where a nurse believes that an error has been made under Article D-6 (d) for the allocation of additional tours to part-time and/or full-time nurses, the parties agree as follows:

- (a) The nurse will raise the matter by email to the Manager or designate within nine (9) days of its occurrence. The Manager or designate will have nine (9) days to investigate. Where an error is confirmed, the nurse and manager will, within the next 14 days, select a date in the future for a shift to be worked as a supernumerary when the employee is not scheduled or known to be working.
- (b) The extra shift will be paid at the rate of pay which the nurse would have received had the offer been made according to the Collective Agreement.

D-8 The provisions of Article D - Hours of Work, except where restricted to full-time only, will apply to casual part-time nurses who are prescheduled (i.e., more than twenty-four (24) hours in advance of the scheduled shift).



D-9 Premium pay according to the Collective Agreement shall be paid to the nurse for all shifts worked as a result of the Hospital's failure to comply with the scheduling provisions of the collective agreement except for those provisions which can be waived by mutual agreement.

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

D-10 Where part-time nurses are scheduled to work less than a normal tour (7.5 hours), Article D applies in its entirety except as amended by the following:

- (a) The hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a reasonable level;
- (b) No part-time nurse shall be scheduled solely on tours which are comprised of less than 7.5 hours in any pay period except where such arrangements are requested by the nurse or except in units of the hospital such as clinics where the routine hours of operation are less than 7.5 hours.

D-11 Full time nurses shall be considered for temporary full time vacancies on the same basis as regular part-time nurses in accordance with Article 10 of the Central Collective Agreement. The Hospital reserves the right to restrict the number of full time nurses from one (1) area who can fill temporary vacancies at any one (1) time. A full time nurse may make written request to be considered for temporary full time vacancies by utilizing the Request for Transfer Form. Such request shall become active on the date it is received and remain in effect until December 31 following. Such requests will be considered as applications for temporary vacancies of greater than six (6) months.

D-12 (a) Introduction and Discontinuation of Extended Tours or Self Scheduling Innovative Schedules

- i) When seventy percent (70%) of the full-time and regular part-time nurses assigned to the Unit indicate, by secret ballot, their willingness to participate in a master schedule that accommodates the Innovative Schedule, the Union and the Employer will meet forthwith to arrange for such a trial. The secret ballot will be conducted solely by the Union and the Union will post the results.

ii) Voting Procedure

- A) A voter's list of all full-time and regular part-time employees assigned to the unit or floor voting, will be prepared and agreed to by the Union and the

Employer. Employees working in temporary full-time or temporary regular part-time positions will be excluded from the voter's list.

- B) A notice will be provided to all eligible voters indicating time and location for the vote to take place.
- C) If an employee is currently on a leave of absence or illness, not expected to exceed fifteen (15) weeks, they may come into the Hospital to vote, but cannot vote by proxy.

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

- D) The ballot box will be manned during voting times by a person or persons agreed upon by the Union and the Employer.
- E) To vote, the employee must sign their name beside their name on the voter's list, make an "X" beside their choice on the ballot, then deposit the ballot into the locked ballot box.
- F) The vote will take place over a one (1) day period at times suitable to accommodate all changes of shifts.
- G) The box will be opened and the votes counted in the presence of an ONA Executive representative and an Employer representative, following which the results will be posted.

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

iv) A trial of the Innovative Schedule will run for a six (6) month period agreed upon by the parties. After five (5) months of the trial period, a meeting will be held with the unit, Hospital and the Union to evaluate the trial period and to make recommendations to improve the schedules, if needed. A further vote will then be conducted on the Unit. Where the nurses in the positions agree and at least seventy percent

(70%) of the full-time and regular part-time nurses assigned to the unit indicate their willingness to continue with the new master, the arrangement will continue.

(b) Discontinuation

Innovative or Extended Tour schedules may be discontinued in any unit when:

- i) sixty-five percent (65%) of the full time and regular part-time nurses assigned to the unit so indicate by secret ballot; or
- ii) the Hospital because of:
  - A) adverse effects on patient care, or
  - B) inability to provide a workable staffing schedule, or
  - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, states its intention to discontinue the extended tours in the schedule.
- iii) Should the Innovative Schedule be discontinued, the nurses in these positions will revert back to their previous positions and the previous master rotation will be put in place.

D-13 Extended Tour Scheduling

- (a) Extended tours shall be defined as:

0700 – 1900 Days  
1900 – 0700 Nights

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

- (b) Full-time employees will not be required to work more than three (3) consecutive extended tours without a day off. Premium pay will be paid for all hours worked on a fourth (4<sup>th</sup>) and subsequent consecutive tours.  
Part-time employees will not be required to work more than four (4) consecutive extended tours without a day off. Premium pay will be paid for all hours on a fifth (5<sup>th</sup>) and subsequent consecutive tour.

(c) Full-time only:

A full-time employee will be scheduled every other weekend off and will receive premium pay for all hours worked on a second consecutive and subsequent weekend, save and except where:

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

(d) Part-time only:

A part-time employee will receive premium pay for all hours worked on a fourth consecutive and subsequent weekend or working five (5) or more weekends in (9) weekends, save and except where:

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

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

The Employer shall not cancel the prescheduled weekend shifts which become a premium pay weekend as a result of being called in for work on the previous weekends off.

- (f) Part-time employees working extended tours will be scheduled off a minimum of forty-eight (48) hours when changing from the night tours to the day tours.

Part-time employees may accept additional/call-in shifts beyond commitment that commence after twenty-four (24) hours without incurring premium payment.

- (g) Full-time employees working extended tours will be scheduled off a minimum of seventy-two (72) hours when changing from the night tours to the day tours.

- (h) Full-time employees will be scheduled at least two (2) consecutive days off.
- (i) It is agreed that an employee's availability for additional tours and/or overtime does not waive the employee's right to premium payment provided for this agreement.
- (j) There will be no split shifts.
- (k) Unless otherwise requested by a nurse in writing, there shall be at least twelve (12) consecutive hours off between scheduled tours of duty.

Part-time employees may accept additional/call-in shifts beyond commitment that commence after eight (8) hours following an evening shift without incurring premium.

- (l) Evening or night shift premiums as per Article 14.10 will be paid to nurses who work the hours between 1500 and 2300, or 2300 and 0700 respectively.
- (m) When an employee is off on the weekend, they will have sixty (60) consecutive hours off between the end of their scheduled Friday day shift and the start of their next scheduled shift unless the employee agrees otherwise. Where an employee is scheduled to work, called into work or assigned to standby during any of these sixty (60) hours stated above, the employee shall be considered to have worked the weekend.
- (n) All full-time and part-time employees shall be required to work extended tours in those areas where only the compressed work week is scheduled.
- (o) For the purposes of Article 13.02 meal and relief periods will be scheduled in the following manner:

#### Days

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

Nights

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

## D-14 Extended Tours – 2D/2N Scheduling

Hours of work for those working 2D/2N rotations shall be scheduled in accordance with the following:

- (a) The Collective Agreement provisions related to extended tours shall apply except as specifically modified by this Article.
- (b) Full-time employees will be scheduled for no more than four (4) consecutive extended tours. The four (4) consecutive tours will consist of two (2) eleven and one-quarter (11.25) hour days immediately followed by two (2) consecutive eleven and one-quarter (11.25) hour nights followed by five (5) consecutive days off.

Premium will be paid, as per Article 14.03, for a fifth (5<sup>th</sup>) and subsequent consecutive tour worked save and except where:

- i) The fifth (5<sup>th</sup>) extended tour is worked to satisfy specific requested days off requested by the employee; or,
  - ii) The fifth (5<sup>th</sup>) extended tour is the result of an exchange with another employee.
  - iii) The fifth (5<sup>th</sup>) extended tour is worked to satisfy D-14 (f).
- (c) A full-time employee working the 2D/2N rotation shall receive at least every fourth (4<sup>th</sup>) weekend off, which shall consist of a minimum of seventy-two (72) hours, which shall commence no later than 1900 Friday.
  - (d) A full-time employee shall receive premium pay for all hours worked on a fourth (4<sup>th</sup>) consecutive and subsequent weekend until a weekend off is scheduled, save and except where:
    - i) The weekend has been worked by the employee to satisfy specific days off requested by such employee; or
    - ii) The weekend is worked as a result of an exchange of tours with another employee; or

- iii) The employee has requested weekend work.
- (e) The 2D/2N schedule will not affect schedules of other employees on the unit in such a way as to cause a scheduling violation under the provisions of the Collective Agreement.
- (f) All scheduling will be done on the basis that each full-time employee will be scheduled for 1950 hours per year. To achieve this, the master schedule will include one (1) additional eleven and one-quarter (11.25) hour tour in every four (4) month period by one of the following methods:
  - i) pick up a shift from all available shifts prior to going to part-time for self-scheduling;
  - ii) Employee declares to the Scheduler that them / they will use lieu time or vacation time to cover this shift;
  - iii) Where there has been no mutual agreement for a pick-up shift and no declaration of lieu or vacation time to the scheduler, the employee will be scheduled a shift on a scheduled day off to fulfill this need.

It is understood that unless mutually agreed otherwise only one (1) of these additional tours will be a night tour and none of these additional tours will be a weekend tour. It is further understood that no nurse will be required to work in excess of eight (8) extended tours in a biweekly pay period.

None of these additional tours will be scheduled during the Christmas/New Year period of December 15<sup>th</sup> to January 15<sup>th</sup>.

- (g) Part-time staff filling temporary full-time 2D2N positions, will be offered one (1) additional eleven and one-quarter (11.25) hour tour in every four (4) month period, on a scheduled day off consistent with Article D-14 (f).
- (h) With an individual nurse's written consent, twelve (12) seven and one-half (7.5) hour lieu days, on mutually agreeable scheduled days off.
- (i) Regular Part-time
  - i) Regular part-time employees will be scheduled in accordance with the extended tour provisions of the collective agreement

- ii) Notwithstanding the extended tour scheduling provisions for consecutive tours and consecutive/subsequent weekends, regular part-time employees who fill temporary positions shall be governed by the scheduling provisions contained in (a) through (d) above.
- iii) For the purposes of scheduling additional tours regular part-time employees who fill temporary full-time positions will be deemed to be at the rate of one and one-half (1 ½) their straight time hourly rate of pay for any tour they are called in for provided they have worked or been paid for all their other tours in that pay period.

### **ARTICLE E – STANDARD DAY**

E-1 (a) For the purpose of Article 14.10:

- i) the evening shift is defined as 1500 to 2300
- ii) the night shift is defined as 2300 to 0700

All changes to the above-referenced tours are subject to Article D-1 (k).

(b) For the purpose of Article 14.15 the weekend premium shall be paid from 2300 hours on Friday to 2300 hours on Sunday.

E-2 (a) Compensating time off as provided for in Article 14.09 (in lieu of overtime) may be taken off at a mutually agreeable time. The nurse may request to have any portion of the accumulated overtime paid in the next pay period, provided requests are received and approved no later than seven (7) calendar days prior to the actual pay day.

It is agreed that the accumulation of lieu time shall not exceed 45 hours. All time in excess of 45 hours will be paid to the nurse in the current pay period. Any accumulation remaining at the final pay end date in March of the year will be paid out in full.

It is understood that regular part-time nurses may utilize this time to supplement wages.

### **ARTICLE F – SENIORITY LISTS**

F-1 A copy of the full-time, regular part-time and casual part-time seniority lists, will be provided by January (inclusive of the final pay period in December)



and July (inclusive of the final pay period in June) of each calendar year with one (1) copy of each forwarded to the Bargaining Unit President.

## **ARTICLE G – VACATIONS**

- G-1
- (a) The date for determining vacation entitlement under Article 16.01 shall be the nurse's anniversary date.
  - (b) The vacation year will be from April 1 to March 31 of the following year.
  - (c) A vacation planner showing the nurses' seniority ranking and the amount of vacation the nurse will be entitled to as at their anniversary date, shall be posted on January 15<sup>th</sup> (or the first weekday thereafter) for the period May 1<sup>st</sup> to October 31<sup>st</sup>. The nurse will indicate their preference for vacation no later than February 15<sup>th</sup> with the finalized vacation planner posted by the Hospital no later than March 15<sup>th</sup>.

A vacation planner showing the nurses' seniority ranking and the amount of vacation the nurse will be entitled to as at their anniversary date, shall be posted on July 15<sup>th</sup> (or the first weekday thereafter) for the period November 1<sup>st</sup> to April 30<sup>th</sup>. The nurse will indicate their preference for vacation no later than August 15<sup>th</sup> with the finalized vacation planner posted by the Hospital no later than September 15<sup>th</sup>.

The Employer will continue its present practice of providing updated vacation entitlement on each pay cheque.

- (d) In scheduling vacation requests, preference will be given to nurses in accordance with their seniority for requests submitted during the time frames specified in (c) above. Vacation requests outside of the time frames specified in (c) will be scheduled on a first come, first served basis.
- (e) The Hospital shall grant vacation requests subject to the staffing requirements of the Hospital. There will be no more than two (2) full-time and one (1) part-time nurse off at the same time on the Inpatient units. Additional vacation requests will be considered where operationally feasible. If only one (1) or no full-time nurse requests vacation on a particular week, an additional part-time nurse will have the option of selecting that week.

There will be no more than two (2) full-time and one (1) part-time nurse off at the same time in the emergency/outpatient department.

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

There will be no more than one (1) nurse off in the oncology department.

- (f) Vacations will not be scheduled for the period from December 20<sup>th</sup> to January 5<sup>th</sup>. Nurses will be permitted to exchange shifts in accordance with Article D-1 (g) during this period.
- (g) All vacations earned as of the nurse's anniversary date must be taken prior to the nurse's next anniversary date. A vacation review list will be forwarded to each nurse at least thirty (30) days prior to their anniversary date and the nurse will have no less than one (1) month from receipt of that review to take the remaining vacation days. Requests to carry over up to ten (10) days of vacation to the next year will be considered. For clarity, requests to carry over up to seventy-five (75) hours of vacation to the next year for nurses on extended tours, including 2D/2N, will be considered.
- (h) Preference for the granting of vacation shall be given to those nurses who request a block of time in accordance with G-1 (c) and (d) over requests for the utilization of single vacation days.

G-2 Prior to leaving on vacation, nurses shall request the date and time on which to report for work following the vacation if the schedule has not been posted for such date.

G-3 Part-time vacation pay will be paid on a bi-weekly basis.

## **ARTICLE H – PAID HOLIDAYS**

H-1 The designation of paid holidays under Article 15.01 are as follows:

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

H-2 (applies to full-time only)

Where a nurse is entitled to a lieu day as set out under Article 15.04 and 15.05, such days shall be scheduled at a mutually agreeable time within thirty (30) days prior to the holiday and thirty (30) days after the holiday or payment shall be made in accordance with Article 15.03.

H-3 When a nurse is scheduled off on a Saturday and Sunday, the Hospital will schedule them off the holiday which occurs on the Monday and/or Friday of that weekend, unless the nurse requests otherwise.

When a nurse is scheduled to work on a Saturday and Sunday, the Hospital will schedule them to work the holiday which occurs on the Monday and/or Friday of that weekend, unless the nurse requests otherwise.

H-4 The nurse who works the majority of their shift during the twenty-four (24) hours of the paid holiday will be entitled to the premium pay and lieu day provisions under the Collective Agreement.

### **ARTICLE I – BULLETIN BOARDS**

I-1 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and notices otherwise restricted to Union matters. All such notices must be signed by a member of the Union Executive.

### **ARTICLE J – MISCELLANEOUS**

J-1 Beeper Systems

The Hospital will provide a beeper to all Hospital Operating Room Nurses.

J-2 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for an ONA job position will be notified, in writing, and/or by personal e-mail if available, as soon as possible once the decision has been made and prior to the posting of the name of the successful candidate.

J-3 Voluntary Regular Part time Benefits – Process for Payment

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

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

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

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

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

J-4 Retiree Benefits – Process for Payment

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

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

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

J-5 The Hospital agrees to maintain policies related to Sharp, Needlestick, and Musculoskeletal injury prevention.

J-6 A nurse who is underpaid the equivalent of one (1) day's pay or more, as a result of a payroll error, will, upon request, have a separate cheque issued to them as soon as possible but no later than two (2) working days (payroll working days) following the request.

**ARTICLE K – PRE-PAID LEAVE PLAN**

K-1 Prepaid Leave Plan

- (a) The maximum number of full-time nurses who may be absent at one time under the Prepaid Leave Plan shall be one (1).
- (b) The maximum number of part-time nurses who may be absent at one time under the Prepaid Leave Plan shall be one (1).

## **ARTICLE L – LEAVES OF ABSENCES**

### **L-1 Leave for Union Business**

As provided for in Article 11.02, the accumulated total of leave of absence of all nurses, including full-time and part-time nurses, shall be thirty (30) days during the calendar year and subject to the following conditions:

- (a) Where possible, the Union will notify the Hospital in writing four (4) weeks in advance of the requested leave.
- (b) No more than three (3) nurses shall be absent at any one time.

**L-2** The Hospital agrees to grant leaves of absence without pay, to nurses elected to the position of Local Coordinator. Subject to reasonable notice, it is understood and agreed that a Local Coordinator shall be granted such leave(s) as they may require fulfilling the duties of the position.

### **L-3 Jury and Witness Duty**

In accordance with Article 11.06, a full time or regular part-time nurse who is selected for jury duty for a period of less than one (1) week shall receive 2 days off without loss of regular pay prior to the requirement to return to work where the nurse has attended at work and/or jury duty for at least thirty-seven point five (37.5) hours.

## **ARTICLE M – JOB SHARING**

**M-1** If the Hospital agrees to a job-sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

Job Sharing requests with regard to full-time positions shall be considered on an individual basis.

### **M-2 Scheduling**

- (a) All job sharers are treated as regular part-time nurses and are subject to the provisions of the part-time Collective Agreement.
- (b) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses. The Clinical Leader will be advised of the schedule to ensure the skill set is appropriate.

- (c) Posted schedules for the job sharers shall be based on the schedules that would apply to a full-time nurse holding that position. The scheduling should conform to the scheduling provisions of the full-time Collective Agreement.
- (d) Job sharers may exchange shifts with the partner or with any other RN as provided for in the Collective Agreement.
- (e) Job sharers will be offered additional tours in accordance with the Procedure for Offering of Additional Shifts.
- (f) The job sharers have the right to determine between themselves which partner will work on scheduled paid holidays subject to the conditions in the Collective Agreement. Where conflict arises over the scheduling of paid holidays seniority shall be the deciding factor.

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

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.

- (g) Holidays/Vacation/Illness

Nurses entering into a job share arrangement are expected to make every reasonable effort to cover their partner's incidental illness, vacation and holidays. In the event of an extended absence, the remaining job sharer will be offered the vacated hours. Any remaining hours will be offered according to the Collective Agreement.

Job sharers are entitled to unpaid vacation time as provided to regular part-time workers. The job sharers agree to cover up to a minimum of two (2) weeks of each other's vacation during the months of July and August. Job sharers agree not to request vacation for the same period of time in July or August.

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

(h) Implementation

Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreements.

Any incumbent full-time nurse 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.

(i) Discontinuation

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

If the remaining job sharer was the original full-time nurse, they can revert to their former position, or request that the vacant half be posted. If there is no successful applicant to that posting, the original holder of that line is expected to assume that position. If the job sharer was regular part-time, they will revert to a regular part-time position. The shared position would then become full-time and be posted as such.

If the remaining job sharer was not the original full-time nurse, the position will be posted as either full-time or job share at the Employer's option. If it is posted as full-time and the job sharer partner is not the successful applicant, they will remain as a regular part-time nurse.

Should the Hospital discontinue a job sharing arrangement both job sharers will revert to their previous status.

**ARTICLE N – VIOLENCE IN THE WORKPLACE**

N-1 The Employer agrees to continue policies and procedures to deal with violence in the workplace. The policies address the prevention of violence, the management of violent situations and support to nurses who have faced violence. Said policies, procedures and current legislation are to be reviewed and addressed at the Hospital-Union Committee as necessary.

N-2 The Hospital will inform the Union within three (3) days of any nurse who has been assaulted while performing their work. Such information shall be submitted in writing to the Union as soon as possible.

The Hospital will provide reimbursement for replacement of damages incurred to the nurse's personal property, such as eyeglasses, contact lenses or other prosthesis, etc ripped uniforms, personal clothing, as a result of being assaulted while performing their work.

The nurse will endeavour to present their claim to the Employer within seven (7) days after the event, unless it was impossible for them to do so during this period.

### **ARTICLE O – MODIFIED WORK**

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

O-2 When it has been medically determined that a nurse is unable to return to the full duties of their position due to a disability, the Hospital will notify and meet with the Labour Relations Officer, or designate of the Ontario Nurses' Association, the local representative and the nurse to discuss the circumstances surrounding the nurse's return to suitable work.

O-3 With the nurse's written consent, the Hospital agrees to provide the Union and with a copy of the Workers' Safety and Insurance Board Form 7 at the same time it is sent to the Board and the nurse.

O-4 The Hospital and the Union recognize the purpose of modified work/return to work is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanently disabled and to enable their early and safe return to work. The parties undertake to provide safe and meaningful employment for both permanently or temporarily disabled nurses.

### **ARTICLE P – INTERNET, E-MAIL ACCESS**

P-1 The Employer agrees to provide:

- (a) Computer access and access to e-mail for the Bargaining Unit President; and
- (b) Space for a locked file cabinet.



DATED AT Wingham, ONTARIO, THIS 15 DAY OF February, 2022.

**FOR THE EMPLOYER:**

Christine Reyes

Rhonda Scheeringa

Carrie Hurst

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**FOR THE UNION:**

Barb Conlon  
Labour Relations Officer

Kathleen Chilton

Kathy Dickson

Laura Jakobsen

Janice Nickel

**LETTER OF UNDERSTANDING**

Between:

**WINGHAM AND DISTRICT HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Multi-unit Regular Part-time Registered Nurse Positions

Whereas the parties have had discussions regarding regular part-time positions for registered nurses in which the nurse is qualified to work on multiple units, the parties have agreed to the followed terms of conditions for these positions at Wingham & District Hospital:

1. With the exception of Jenna Whytock, all regular part-time nurses will be considered multi-unit and will be provided with appropriate orientation and training to fulfill this role. It is understood that these multi-unit regular part-time nurse will be expected to regularly work in the areas where they are trained.
  
2. It is agreed that the commitment lever in D-5 iii) applies to the above-noted nurses.

DATED AT Wingham, ONTARIO, THIS 15 DAY OF February, 2022.

**FOR THE EMPLOYER:**

Christine Reyes

Rhonda Scheeringa

Carrie Hurst

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**FOR THE UNION:**

Barb Conlon  
Labour Relations Officer

Kathleen Chilton

Kathy Dickson

Laura Jakobsen

Janice Nickel

**LETTER OF UNDERSTANDING**

Between:

**WINGHAM AND DISTRICT HOSPITAL**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Mastered Multi Unit Full-Time Positions - 2D/2N Scheduling

The parties agree that in accordance with Article 13.03, Innovative Unit Scheduling Language in the ONA Central Collective Agreement that:

1. The Multi-unit full-time Nurses will work a 2D/2N schedule in accordance with Articles D-14 of this Agreement.
2. The Multi-unit full-time Nurses will be assigned to a home unit for the purposes of vacation, scheduling, offering of additional tours and layoff.
3. All Articles of the Collective Agreement will apply except where amended by this Letter of Understanding.

DATED AT Wingham, ONTARIO, THIS 15 DAY OF February, 2022.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

Christine Reyes

Barb Conlon  
Labour Relations Officer

Rhonda Scheeringa

Kathleen Chilton

Carrie Hurst

Kathy Dickson

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Laura Jakobsen

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Janice Nickel