

**LOCAL APPENDICES TO THE
COLLECTIVE AGREEMENT**

Between:

WOODSTOCK HOSPITAL
(hereinafter referred to as "the Hospital")

And:

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

Expiry Date: March 31, 2025

APPENDIX 3 SALARY SCHEDULES**Registered Nurse**

	<u>1-Apr-2023</u>	<u>1-Apr-2024</u>
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

Senior Staff Nurse

	<u>1-Apr-2023</u>	<u>1-Apr-2024</u>
Start	\$39.05	\$40.22
1 Year	\$40.02	\$41.22
2 Years	\$41.00	\$42.23
3 Years	\$42.80	\$44.08
4 Years	\$44.71	\$46.06
5 Years	\$46.93	\$48.34
6 Years	\$49.23	\$50.71
7 Years	\$51.71	\$53.26
8 Years	\$55.78	\$57.45

Charge Nurse

	<u>1-Apr-2023</u>	<u>1-Apr-2024</u>
Start	\$41.93	\$43.19
1 Year	\$42.88	\$44.17
2 Years	\$43.86	\$45.17
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	\$56.02
8 Years	\$58.37	\$60.12

APPENDIX 4 - SUPERIOR CONDITIONS

- A-1 Education Allowance Registered nurses who presently receive an education allowance will continue to receive such allowance while employed by the Hospital as a full-time registered nurse.

APPENDIX 5 - APPENDIX OF LOCAL PROVISIONS

Article	Page (L)
APPENDIX 3 SALARY SCHEDULES	1
APPENDIX 4 - SUPERIOR CONDITIONS	2
APPENDIX 5 - APPENDIX OF LOCAL PROVISIONS	3
ARTICLE A - RECOGNITION	4
ARTICLE B - MANAGEMENT RIGHTS	4
ARTICLE C - REPRESENTATION AND COMMITTEES	4
ARTICLE D - ASSOCIATION INTERVIEW	5
ARTICLE E - SENIORITY LIST	6
ARTICLE F - SICK LEAVE	6
ARTICLE G - LEAVE FOR ASSOCIATION BUSINESS	6
ARTICLE H - HOURS OF WORK	7
ARTICLE I - PAID HOLIDAYS	16
ARTICLE J - VACATIONS	17
ARTICLE K - BULLETIN BOARD	19
ARTICLE L – MODIFIED WORK	19
ARTICLE M - VIOLENCE IN THE WORKPLACE	20
ARTICLE N - MISCELLANEOUS	20
ARTICLE O - LEAVES OF ABSENCE	22
ARTICLE P - COMPOSITE POSITIONS: EMPLOYEES WORKING ON TWO (2) UNITS	22
ARTICLE Q - JOB SHARING	23
ARTICLE R - ELECTRONIC GRIEVANCE FORMS	25
ARTICLE S - ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORMS	25
RE: TEMPORARY FULL TIME VACANCIES	26
LETTER OF UNDERSTANDING	26
RE: INNOVATIVE SCHEDULING, UNIT WEEKEND SCHEDULING, INTERNSHIP	26
LETTER OF UNDERSTANDING	26
RE: NEEDLE STICK INJURIES	26
LETTER OF UNDERSTANDING	27
RE: UNIT WEEKEND WORKER	27
LETTER OF UNDERSTANDING	28
RE: 2D 2N EXTENDED TOUR SCHEDULES	28
LETTER OF UNDERSTANDING	30
RE: INNOVATIVE SCHEDULING FOR /OPERATING ROOM AS PER ARTICLE 13.03	30
OF THE CENTRAL AGREEMENT	30
LETTER OF UNDERSTANDING	32
RE: 4 DAY / 5 OFF EXTENDED TOUR SCHEDULE - CRISIS MANAGEMENT TEAM	32
LETTER OF UNDERSTANDING	34
RE: EXTENSION OF TIME PERIOD FOR TAKING LIEU TIME FOR THE REMAINDER OF 2023 AND 2024	34
LETTER OF UNDERSTANDING	34
RE: SCHEDULING OF ON-CALL IN ENDOSCOPY	34
LETTER OF UNDERSTANDING	34
RE: SCHEDULING COMMITTEE	34
LETTER OF UNDERSTANDING	36
RE: HYBRID SCHEDULE	36

ARTICLE A - RECOGNITION

- A-1 The Hospital recognizes that in accordance with the decision of the Ontario Labour Relations Board and "Certificate" dated at Toronto, on the 7th day of September, 1984, the Ontario Nurses' Association is the bargaining agent of all registered and graduate nurses employed in a nursing capacity by Woodstock General Hospital Trust, save and except Head Nurses and persons above the rank of Head Nurse.

ARTICLE B - MANAGEMENT RIGHTS

- B-1 The Association recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital and without limiting the generality of the foregoing it is the exclusive functions of the Hospital to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, retire, direct, classify, transfer, promote, demote, layoff, recall, discharge and suspend or otherwise discipline nurses provided that a claim by a nurse that they have been discharged, suspended or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) establish, alter and enforce reasonable rules and regulations to be observed by the nurses;
 - (d) determine all work procedures, the kind and location of equipment to be used, methods to be used, the allocation and number of nurses required from time to time, the services to be performed, the standards of performance of all employees, work assignments, the hours of work and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.
- B-2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE C - REPRESENTATION AND COMMITTEES

C-1 Nurse Representatives

The Hospital agrees to recognize a maximum of fourteen (14) nurses as nurse representatives, being a maximum of one from each of the nursing units within the Hospital;

C-2 Grievance Committee

There will be a Grievance Committee of up to three (3) nurses of whom no more than one (1) shall be from any one (1) unit.

C-3 Hospital-Association Committee

There will be a Hospital-Association Committee comprised of three (3) nurses, of whom no more than one (1) shall be from any one (1) unit, and three (3) representatives of the Hospital. There will be 3 identified alternative nurse representatives who will replace in the case of absence who will be identified to the employer. Any other person may attend by agreement of the parties.

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

C-4 Negotiating Committee

There will be a Negotiating Committee of up to five (5) nurses, of whom no more than one (1) shall be from any one (1) unit.

C-5 Professional Development Committee

There will be a Professional Development Committee comprised of three (3) nurses and three (3) representatives of the Hospital in accordance with Article 9.01.

C-6 Subject to the staffing requirements of the unit, the number of nurses from any one (1) unit will exclude the Bargaining Unit President.

C-7 Names of all nurse representatives and committee members as required under Article 6.07 shall be submitted by the Association, to the Human Resources Department by December 15th of each year.

ARTICLE D - ASSOCIATION INTERVIEW

D-1 The interview period as provided for in Article 5.06 will be scheduled on the Hospital's premises and during the new nurses' orientation period. The scheduled orientation dates for new nurses shall be provided to the Association two (2) weeks prior to the orientation.

ARTICLE E - SENIORITY LIST

- E-1 A copy of the seniority list as of November 1 will be provided by December 31 and a copy of the list as of April 1 will be provided by June 30 each year and posted on the Hospital internal intranet. The lists for Regular Part-time and Casual Part-time will be current to the end of the pay period immediately preceding the November 1 and April 1 dates. Any disputes regarding the seniority list shall be raised with Human Resources and any resulting amendments to the list will be posted.

ARTICLE F - SICK LEAVE

- F-1 If a nurse is ill and therefore unable to report for their scheduled shift, they will notify the Hospital to that effect at least one (1) hour prior to the start of their scheduled day shift, at least two (2) hours prior to the start of a scheduled seven and one-half (7 1/2) hour evening or night shift, and four (4) hours prior to the start of a scheduled extended tour night shift.

ARTICLE G - LEAVE FOR ASSOCIATION BUSINESS

- G-1 As provided for in Article 11.02, the cumulative total leave of absence for all nurses, including full-time and part-time nurses, shall be forty-five (45) days during the calendar year as follows:
- (a) the Association will, if possible, notify the Hospital in writing four (4) weeks in advance of the requested leave;
 - (b) no more than four (4) nurses shall be absent at any one (1) time and not more than one (1) from any one (1) unit. In circumstances where two (2) nurses from a unit request leave, such requests will not be unreasonably denied.
 - (c) subject to the staffing requirements of the Hospital the number of nurses from any one (1) unit will exclude the Bargaining Unit President or her designate.
- G-2 Nurses elected to the position of Local Coordinator shall be granted leave of absence without pay in accordance with Article 11.02 for up to a total of forty (40) days annually provided such leave does not interfere with the efficient operation of the Hospital. The Local Coordinator will, whenever possible, notify the Hospital in writing four (4) weeks in advance of the requested leave. Such leave will be separate from the Union leave provided in Article G-1.

- G-3 The Hospital agrees to pay the Bargaining Unit President or the Designate for the Hospital/Union meetings when the hospital specifically requests her/his presence. Payments will be at straight time rates for attendance at such meetings. The Hospital will endeavour to hold such meetings during the Bargaining Unit President's scheduled day shift.
- G-4 The Hospital shall pay the Bargaining Unit President twenty-two and a half (22.5) hours per month as a leave of absence with pay to conduct Union business and to attend to matters of labour relations with the Hospital.
- G-5 The Employer will provide ONA with a locked filing cabinet in a mutually agreeable location.

ARTICLE H - HOURS OF WORK

H-1 Scheduling

The formulations of working schedules are as set out below:

- (a) Effective next posting, shift schedules will be posted four (4) weeks in advance and cover an eight (8) week period. If schedules are due to be posted on a holiday Monday, they will be posted the following day.
- (b) A request by a nurse for a change in the posted shift schedule (i.e. exchange of regular days off or tours) must be submitted electronically and verified electronically by the nurse willing to make the exchange, at least twenty-four (24) hours prior to the requested change. Such request is subject to approval by the Hospital, but will not be unreasonably denied. Such exchange shall not in any event result in premium or overtime payment by the Hospital.
- (c) No split tours will be scheduled.
- (d) A nurse will be scheduled off at least four (4) days in any two (2) week period, including at least one (1) period of two (2) consecutive days off.
- (e) A nurse shall be scheduled off work for a minimum of five (5) consecutive days at either Christmas or New Year's. Christmas time shall be defined as 0700 hours December 24 to 0700 December 27 and New Year's shall be defined as 0700 hours December 31 to 0700 hours January 2. For those nurses scheduled off over the Christmas period the Hospital may schedule the New Year's Day paid holiday lieu day as part of the five (5) consecutive days off.

Nurses will yearly alternate Christmas and New Year's time off. However, nurses may request either Christmas or New Year's time off by September 1 on a list posted by the Employer in each nursing unit and such request shall be granted subject to the efficient operation of the Hospital. Any nurse who does not wish to have five (5) days off during the Christmas or New Year's period will indicate such request on the holiday request list by September 1st.

The scheduling provisions in H-1 will be waived between December 15 and January 5 to provide for Christmas and New Year's scheduling.

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

The draft shift schedules covering the period from December 15 to January 5 shall be provided to the Bargaining Unit President prior to posting the schedule on November 1. Given that the eight week rotation schedule is dependant upon the calendar year, the Hospital will allow two weeks for the Bargaining Unit President to review the schedules who must then return to the Employer all suggested changes to the draft at least one (1) week prior to November 1, or such extended period as required to allow the two week review by the Bargaining Unit President. The Employer will review and discuss any such suggested changes prior to the posting of the schedule on November 1.

(f) For the purposes of H-2 and H-3, a weekend is defined as any period of fifty-six (56) consecutive hours following the Friday day tour to the Monday day tour inclusive.

(g) (applies to full-time only)

The Hospital will schedule shifts so that at least fifty percent (50%) of the shifts will be day shifts. It is understood and agreed that this clause shall not apply to any nurse who, at her request and with the consent of the Hospital, works a shift on a permanent basis.

(h) The scheduling of nurses required to remain available for duty on standby, including weekends, shall be distributed on an equitable basis.

H-2

Scheduling 7.5 Hour Tours

(a) i) Nurses will not be scheduled to work more than seven (7) consecutive seven and one-half (7 ½) hour tours unless by request

of the nurse.

ii) The Hospital will endeavour to schedule off full-time nurses working normal daily tours a minimum of forty-eight (48) hours when changing from night tours to day tours.

(b) (applies to full-time only)

A nurse working seven point five (7.5) hour tours is entitled to every second weekend off or two (2) weekends off in any four (4) weekends.

Such full-time nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third (3rd) consecutive and subsequent weekend until a weekend off is scheduled 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 the result of an exchange of tours with another nurse.

(c) (applies to part-time only)

Part-time nurses will receive premium pay as provided for in Article 14.03 for all hours worked on a third (3rd) consecutive and subsequent weekend until a weekend off is scheduled 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 the result of an exchange of tours with another nurse.
- iv) such exchange of tour(s) would result in premium pay.

H-3 Scheduling 11.25 Hour Tours

(a) Nurses will not be scheduled to work more than three (3) consecutive extended tours unless by request of the nurse.

- (b) The Hospital will endeavour to schedule off full-time nurses working extended tours a minimum of seventy two (72) hours when changing from night tours to day tours.
- (c) (applies to full-time only)

A nurse working extended tours is entitled to one (1) weekend off in two (2).

Such full-time nurse will receive premium pay as provided for in Article 14.03 for hours worked on a second (2nd) consecutive and subsequent weekend until a weekend off is scheduled 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 the result of an exchange of tours with another nurse.
- iv) such exchange of tour(s) would result in premium pay

- (d) (applies to part-time only)

Part-time nurses will receive premium pay as provided for in Article 14.03 for all hours worked on a third (3rd) consecutive and subsequent weekend until a weekend off is scheduled 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 the result of an exchange of tours with another nurse.
- iv) such exchange of tour(s) would result in premium pay

H-4

Lieu Time Off For Overtime Worked

- (a) Where a nurse has chosen equivalent time off under Article 14.09 such time off must be taken within six (6) pay periods at a mutually

agreeable time or payment will be made in accordance with Article 14.09. However, an employee may accumulate and maintain a maximum of twenty four (24) hours of banked equivalent time off. If two (2) or more nurses request time owing off on the same day the time off will be granted on a first come first serve basis. If the requests come in on the same day the nurse with the most time owing will be granted the time off. In the event a nurse requests a single vacation day and another nurse requests a time owing day and requests are submitted the same day, the nurse with the most seniority will get the time off. More than one (1) nurse can be off at one time if coverage can be arranged.

(b) (applies to part-time only)

Part-time nurses may accumulate lieu time off for hours on which they would receive premium payment on the same basis as full time. It is understood that this payment will be utilized to supplement wages not to replace scheduled tours.

All lieu time monies owing and not taken within six (6) pay periods will be paid out in accordance with Article 14.09. However, an employee may accumulate and maintain a maximum of twenty four (24) hours of banked equivalent time off.

H-5 Payment of weekend premium as per Article 14.15 will be for all hours worked between 2300 hours Friday and 2300 hours Sunday.

H-6 In accordance with Article 14.10, the evening shift is defined as hours worked between 1500 hours and 2300 hours. The night is defined as hours worked between 2300 hours and 0700 hours.

H-7 A regular part-time nurse's commitment to be available for work as required will include the following conditions:

- i) available to be scheduled for any weekend followed by two (2) weekends off.
- ii) available to work two (2) shifts (days and evenings or days and nights);
- iii) available for work as required for 22.5 hours per week; and
- iv) available to work as scheduled over either the Christmas or New Year's period subject to Article H-1(e).

H-8 (a) All work available on the unit at the time of scheduling will be equitably distributed amongst the regular part-time nurses. The

Hospital will endeavour to have all shifts covered at the time of posting.

(b) Assignment of Additional Shifts

Additional available tours after the schedule has been posted will be offered by seniority as follows:

- i) To Regular Part-Time nurses from the unit who have not been scheduled their commitment;
- ii) To Regular Part-Time nurses from the unit, including Job Sharers from the unit;
- iii) To Casuals nurses from the unit;
- iv) Regular Part-Time and Job Sharers from other units, provided they have indicated their availability for work on the unit and they are immediately qualified to perform such work;
- v) To Casuals from other units, provided they have indicated their availability for work on the unit and they are immediately qualified to perform such work;

Additional available tours after the schedule has been posted which attract premium will be offered by seniority as follows:

- i) To Full-Time nurses from the unit;
- ii) To Regular Part-Time nurses from the unit, including Job sharers from the unit;
- iii) To Full-Time nurses from other units provided they have indicated their availability for work on the unit and they are immediately qualified to perform such work;

A call or text made to a nurse shall be considered an offer made to the nurse. The Nurse shall indicate to the Director preference of either call or text.

A unit nurse who is inadvertently missed or has been cancelled from their primary unit, will be scheduled an additional shift at a mutually agreed to time. Such shift will be paid at the rate of pay which the Employee would have received had the offer been made according

to the Collective Agreement. This employee will not lose their place on the call-in list if they accepts or declines this shift.

It is recognized that the Hospital should not be required to assign any hours which may result in overtime premium pay.

- (c) A nurse may only hold one status within the Bargaining Unit, however they may apply in writing to the Director of the unit for consideration of being qualified to work on a different unit. The Director will review the qualifications of the nurse along with the staffing requirements of the unit.

Each unit will have a seniority list in accordance with the posted seniority lists of the names of nurses from other units who have indicated their availability and are qualified to work on that unit. This list will be used to offer available work to regular part-time nurses and job sharers from other units.

- (d) Cancellation of Single/Partial Shift

Where the employer cancels either a single or partial shift on a unit the following order will be followed:

- i) Casual Nurses from the Unit
- ii) Job Shares or RPT from another Unit
- iii) Regular part time nurses
- iv) Job Share nurses from the Unit
- v) Full time nurses from the Unit

The parties agree that the most junior nurse, on the applicable shift in the above noted order will have their shift cancelled first and that until all the nurses in that classification have been cancelled the Employer will not cancel any other nurses on the above noted list.

H-9

Where part-time nurses are scheduled to work less than a normal tour (7.5 hours), Article H 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. Tours of less than 7.5 hours will not be used as part of the normal scheduling on any unit without the agreement of the Union.

- (b) 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.
- (c) Where a part-time employee is scheduled to work a tour of less than 7.5 hours overtime will be paid for all hours worked after the scheduled hours of work.

H-10

Self-Scheduling (applies to part-time only)

Self scheduling will occur when schedules are created by the staff nurse and agreed to by the Employer.

- (a) Self scheduling shall be introduced into any unit when:
 - i) eighty percent (80%) of the nurses in the unit indicate by secret ballot; and
 - ii) the Hospital agrees to implement self scheduling. Such agreement shall not be withheld in an unreasonably arbitrary manner.
 - iii) The Hospital shall make space available to the Union in order to permit the Union to conduct the vote referred to above. A Hospital representative shall be present during voting and for the counting of the ballots.
 - iv) At any scheduled meeting with the Employer to discuss the introduction of self scheduling, a member of the Bargaining Unit executive shall be in attendance.
- (b) Self scheduling will be discontinued when:
 - i) fifty-one percent (51%) of the nurses in the unit indicate by secret ballot.
 - ii) The Hospital shall make space available to the Union in order to permit the Union to conduct the vote referred to above. A Hospital representative shall be present during voting and for the counting of the ballots.
- (c) When notice of discontinuation is given by either party, then:

- i) the parties shall meet within two (2) weeks of giving notice to review the reasons for discontinuation with a view to resolving any problems.
- ii) where it is determined that the self scheduling will be discontinued, affected nurses shall be given a minimum of sixty (60) days notice before the schedules are amended.
- (d) Schedules established through self scheduling shall not violate the scheduling provisions set out in the Collective Agreement.
- (e) Schedules established through self scheduling shall not result in additional cost to the employer.
- (f) The Unit Manager will review and approve schedules prior to posting to ensure that adequate coverage is maintained. Such approval will not be unreasonably withheld.
- (g) Guidelines for self scheduling will be minuted through the Scheduling committee. These will be reviewed as necessary.

H-11

- (a) The Hospital will provide the Local with copies of all master schedules used in the nursing department.
- (b) When it becomes necessary to make a permanent change to any master schedule, the Hospital will endeavour to bring such changes to the Scheduling Committee sixty (60) days prior to implementing the change.

H-12

Standby Scheduling

The Hospital will notify the Bargaining Unit President or designate prior to initiating standby schedules on any unit. Specific guidelines pertaining to standby shall be discussed at the Hospital-Association Committee and will be in accordance with the following:

- (a) Employee standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments with another qualified employee. Requests must be submitted electronically and verified electronically by the nurse willing to make the exchange, at least twenty-four (24) hours prior to the requested change. Such requests are subject to approval by the Hospital, but will not be unreasonably denied.
- (b) The Employer agrees that standby, including weekends, will be distributed on an equitable basis among the qualified employees who

normally perform the work and employees will not be scheduled more than five (5) consecutive days on call/standby except unless mutually agreed by the Employer and the employee.

- (c) A full time employee will not be scheduled for standby on a scheduled day off or scheduled weekend off, unless mutually agreed between the employee and the Hospital.
- (d) When a full-time nurse is scheduled for on call/standby on the weekend, they are considered to be working the weekend for the purposes of the scheduling provisions.
- (e) When a full-time nurse is scheduled for on call/standby on the weekend and is actually called in to work on Saturday and/or Sunday, they may elect to take another day or days off in the following week. Such day or days off shall be unpaid unless the nurse elects to use their accumulated overtime or vacation time.

ARTICLE I - PAID HOLIDAYS

I-1 The designation of paid holidays under Article 15.01 is 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

I-2 (applies to full time only)

Where a nurse is entitled to a lieu day under Article 15.04 or 15.05, such day off must be taken within ninety (90) days following the holiday at a

mutually agreeable time and must be requested as far in advance as possible.

Requests by the nurse shall not be unreasonably denied.

ARTICLE J - VACATIONS

J-1 The date for determining vacation entitlement under Article 16.01 shall be June 30.

J-2 Vacations will be scheduled as follows:

- (a) In scheduling vacation requests, preference will be given to nurses in accordance with their seniority and staffing requirements of the Unit, provided the nurse exercises this right by submitting a vacation request on QHR net by the dates established in (b) and (c).
- (b) The Hospital agrees to post a vacation planner in a calendar format from January 15th until February 15th, on each unit to facilitate vacation scheduling. All ONA members will indicate their preference for vacation for the period May 1st to October 31st, on the vacation planner and by submitting a vacation request in QHR.
- (c) The Hospital agrees to post a vacation planner in a calendar format by July 15th until August 15th on each unit to facilitate vacation scheduling. All ONA members will indicate their preference for vacation for the period November 1st to April 30th, on the vacation planner and by submitting a vacation request in QHR.
- (d) All staff will be notified of their request being approved or denied by March 1st and September 1st respectively. In the case where the vacation request is denied rationale for such denial will be provided in the response. The Hospital will endeavour to accommodate second requests for vacation for the applicable vacation period.
- (e) A document in a calendar format indicating the approved vacation will be posted by March 1st and September 1st respectively. Should a discrepancy exist between the vacation planner and QHR, the information within QHR will be considered to be accurate.
- (f) Vacation requests, outside of the above process, must be submitted to QHR, and will be considered on a first come, first served basis- and coverage scheduled by the Hospital for any approved requests received up to one (1) week in advance of the next posted schedule. After such time, requests will be approved only if the nurse secures coverage. Any such request will not be unreasonably denied.

- (g) Vacations earned as of June 30 must be taken within the period January 5, 0700 hours to December 15, 0700 hours of the current calendar year. Employees will be notified on or before September 1 as to the number of vacation days remaining and vacation not scheduled by September 15 will be scheduled by the Hospital.
- (h) Full time nurses may request and be granted vacation time in single days or in 3-3/4 hour periods. Such requests are subject to the approval of the Hospital, but will not be unreasonably denied.
- (i) Prior to leaving on vacation, full time nurses shall be notified of the date and time on which to report for work following the vacation if the schedule has not been posted for such date.
- (j) Once vacation has been approved and replacement staff have been booked on the posted schedule, such approved vacation will not be cancelled. The Hospital agrees that where extenuating circumstances result in a request to cancel vacation, the Hospital will consider such request providing it does not result in payment of premium pay to the replacement nurse.

J-3 Vacation quotas established by the Hospital will not be unduly restrictive and will include only members of this bargaining unit. Vacation quotas for each unit will be posted on each applicable unit planner.

J-4 (applies to part-time only)

Vacation pay will be calculated and paid on a bi-weekly basis.

J-5 Supplementary vacation

Full-time nurses entitled to supplementary vacation pursuant to article 16.01(f) of the Central Collective Agreement will request such vacation as per Article J-2 above. Unused supplementary vacation will be carried over to the following vacation year(s).

Part-time nurses who qualify for the additional two percent (2%) vacation pay as per Article 16.06 of the Central Collective Agreement will receive fourteen percent (14%) in lieu of vacation for the following hours: 45,000 to 46,500 hours inclusive and 52,500 to 54,000 hours inclusive. The remaining hours will be paid at twelve percent (12%) in lieu.

J-6 (applies to part-time only)

Unpaid vacation time shall be granted to each regular part-time nurse on the same basis as the full-time nurse, save and except for Article J-2(f). It is understood that part-time nurses will be granted this unpaid vacation time

in increments of one (1) week duration (7 days). During the unpaid vacation period, one (1) of the total weekends, under this provision, can be counted as one (1) weekend commitment if the nurse chooses.

ARTICLE K - BULLETIN BOARD

- K-1 The Hospital will provide one (1) bulletin board outside the locker room and one (1) bulletin board on each nursing unit at a location mutually agreed, and an electronic bulletin board on the Hospital intranet page for the posting of notices related to Association business. The Association may also maintain a binder on each unit containing a copy of the Collective Agreement and any Association notices posted on the bulletin board. All notices shall be signed by the Bargaining Unit President or their designate.

ARTICLE L – MODIFIED WORK

- L-1 (a) The Hospital will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D. by the 15th of each month.
- (b) 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 representative of the Ontario Nurses' Association and the employee affected to discuss the circumstances surrounding the employee's return to suitable work.
- (c) The Hospital agrees to provide the employee with a copy of the Workplace Safety Insurance Board Form 7 at the same time as it is sent to the Board.

L-2 Return to Work/Accommodation

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

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

ARTICLE M - VIOLENCE IN THE WORKPLACE

M-1

- (a) Violence is any actual, attempted or threatened or implied conduct of a person that causes or is likely to cause physical and/or psychological trauma/harm/injury/illness or that gives a person reason to believe that they or another person is at risk of and/or psychological trauma/harm/injury/illness.
- (b) The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse of nurses will be condoned in the workplace. Any nurse who believes a situation to be abusive, violence or potential violence shall report the circumstances to the Hospital in accordance with the existing policy.
- (c) The hospital in consultation with the joint health and safety committee agrees to develop, establish and put into effect, violence prevention and control measures, procedures, practices, equipment and training for the health and safety of nurses. All employees will receive training, as determined by the hospital, on these policies and procedures with copies available on the intranet.
- (d) The Hospital will notify the JHSC and the Bargaining Unit President, in writing of all incidents related to workplace violence as defined in the Hospital Policy within four (4) days. For critical injuries the hospital will notify the JHSC and the Union immediately and in writing within forty eight (48) hours. Such notices will contain all of the information as prescribed in section 5 of the health care regulation.
- (e) The Hospital will provide reimbursement for damages incurred to the employee's personal property such as eyeglasses, ripped uniforms or personal clothing, as a result of being assaulted while performing their work. Receipts for purchases will be required.

ARTICLE N - MISCELLANEOUS

N-1

Casual Nurses

The list of casual nurses will be reviewed by the Hospital Association Committee on an annual basis. Any casual nurse who has not worked and/or has not attended documented in-services at the Hospital in the past

six (6) months will be required to indicate their availability to work at the Hospital. Any nurse who indicates they are not available for work can be removed from the call in list, but will still remain on the seniority list subject to the employer's right to terminate the employment relationship for just cause.

N-2 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for an ONA job posting will be sent notification, in writing, within one (1) week of the decision being made and prior to the posting of the name of the successful candidate.

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

N-3 Retiree Benefits – Process for payment

Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outline in Article 17.01(h) will provide advance payment of the premiums either through post-dated cheques provided on a yearly basis or through a pre-authorized 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 premium costs to retired nurses in January of each year, and each time the benefit costs are renegotiated by the Employer.

N-4 Voluntary Part time Benefits - Process for payment

The Employer agrees to provide part-time nurses with the option of voluntary participation in the group health and welfare benefit programs set out in Article 17 in accordance with and subject to the conditions of the plans. It is understood and agreed that the part-time nurses who participate will assume and pay the full cost of the monthly premiums.

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

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

The Employer will notify the Union of the benefit costs to part time nurses each time the benefit costs are renegotiated by the Employer.

ARTICLE O - LEAVES OF ABSENCE

O-1 Leave of Absence

Employees must complete the QHR Leave Management electronic request for a leave of absence.

O-2 Pre-Paid Leave Plan

The number of nurses off at one time shall be a total of four (4) from the Bargaining Unit in accordance with the Central Agreements.

ARTICLE P - COMPOSITE POSITIONS: EMPLOYEES WORKING ON TWO (2) UNITS

P-1 Where the parties agree that full-time and/or part-time composite position(s) may be created.

- (a) The Hospital shall notify the union of any new proposed composite positions and shall provide the details of the positions including a draft job posting setting out proposed home unit, and the other unit, the hours of work, and the skills abilities experience and qualifications for the position(s).
- (b) The posting of such position(s) will clearly outline the requirement to work in more than one unit and will specify the home unit and other unit to be worked.
- (c) This nurse will be scheduled on a master schedule where possible.
- (d) The incumbent will receive orientation to both areas and on an ongoing basis will be offered in-service opportunities provided to both areas.
- (e) All scheduled hours will clearly indicate to which unit the nurse must report.
- (f) The employee will request and receive vacation approval from their home unit. The same will apply to statutory holidays.

- (g) For the purposes of layoff, recall, or any other provisions dealing with seniority rights, the home unit will be used.
- (h) The discontinuation or elimination of these composite positions will be dealt with under Article 10.08 of the central hospital agreement.
- (i) All terms and conditions of the Collective Agreement, including scheduling will apply unless otherwise amended above.

ARTICLE Q - JOB SHARING

Q-1 It is agreed that a full time job may be shared by two (2) nurses on the following basis:

- (a) Job Sharing requests with regard to full time positions shall be considered on an individual basis and the Hospital shall reserve the right to determine the appropriateness of such arrangements.
- (b) Where the job sharing arrangement arises out of the filling of a vacant full time position, both job sharing positions must be posted and selection based on the criteria set out in the Collective Agreement. An incumbent full time nurse wishing to share her position, may do so without having her half of the position posted. However the other half of the job shared position must be posted and the selection based on the criteria set out in the Collective Agreement.
- (c) All job sharers shall be treated as regular part-time employees and be subject to the provisions of the part-time Collective Agreement.
- (d) 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 nurse will have the option of continuing in the full time position or another part-time position. If they do not continue full time, the position must be posted according to the Collective Agreement.
- (e) Association dues shall be deducted from each nurse in accordance with the part-time Collective Agreement.
- (f) Posted schedules for the job sharers shall be based on the schedules that would apply to a full time nurse holding that position. Such schedule shall conform with the scheduling provisions of the full time Collective Agreement.

- (g) Total hours worked by the two (2) job sharers shall be equal to one (1) full time position. The division of these hours over the schedule shall be determined by mutual agreement between the two (2) nurses and the Director of Patient Care of the Unit. Job sharers may be offered additional unscheduled tours in accordance with Article H-6.
- (h) Each job sharer may exchange shifts with her partner, as well as with other nurses in accordance with the Collective Agreement.
- (i) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the manager must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

In the event that one member of the job sharing arrangement goes on vacation, maternity leave and other leaves pursuant to Article 11 of the Central Collective Agreement, the coverage will be negotiated with the manager, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

- (j) Job sharers will be entitled to vacation time and pay and paid holidays as provided to regular part-time nurses. The job sharers agree to cover up to a maximum of two (2) weeks of each others vacation during the months of July and August. Job sharers agree not to request vacation for the same period of time in July and August.

Where job sharers agree to cover for each other's vacation, they should not be included in any vacation quota.

- (k) The job sharers involved will have the right to determine between themselves which partner will work on scheduled paid holidays subject to the conditions of the Collective Agreement.
- (l) Nurses 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.

- (m) i) Either party to this Collective Agreement shall have the option of cancelling Job Sharing with sixty (60) days' written notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. Such discontinuation shall not be unreasonable or arbitrary.
- ii) Where the parties determine a specific job sharing arrangement is effecting the efficient operation of the department, the cancelling of such arrangement shall be in accordance with the paragraph above.
- (n) The job sharer(s) will have the right of reverting back to the regular part-time position, if and when, job sharing is changed or cancelled.
- (o) Any issues arising out of the enforcement of Job Sharing will be dealt with at an Association-Management Committee meeting.

ARTICLE R - ELECTRONIC GRIEVANCE FORMS

- R-1 The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).
- R-2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- R-3 Electronic grievances may be sent, via email, to the Director of Human Resources, or the identified designate.
- R-4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- R-5 The Union undertakes to get a copy of the electronic version signed by the grievor.

ARTICLE S - ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORMS

- S-1 The parties agree to use the electronic version of the ONA/OHA Professional Responsibility Workload Report Form (PRWRF) at Appendix 6 of the Hospital Central Agreement.
- S-2 The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.

- S-3 Electronic PRWRFs may be sent, via email, to the applicable manager or designate.
- S-4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- S-5 The union undertakes to get a copy of the electronic version signed by the employee(s).
-

LETTER OF UNDERSTANDING

RE: TEMPORARY FULL TIME VACANCIES

Once the process in Article 10.07(d) is exhausted, 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.

LETTER OF UNDERSTANDING

RE: INNOVATIVE SCHEDULING, UNIT WEEKEND SCHEDULING, INTERNSHIP

The Hospital and the Union agree that, should either the Hospital or the Union wish to discuss the implementation of the Innovative Scheduling, Unit Weekend Scheduling, or Internship, the Hospital and the Union will meet to determine the introduction of such an arrangement, the manner in which the positions are filled and any discontinuation arrangements.

LETTER OF UNDERSTANDING

RE: NEEDLE STICK INJURIES

It is understood that there are current policy and procedures, including educational programs, in place regarding needle stick injuries. As new policy and practices are developed by the Hospital, consultation will take place at the joint Health and Safety Committee Level. Policy and procedures will be in accordance with Ministry of Health Guidelines.

LETTER OF UNDERSTANDING

RE: UNIT WEEKEND WORKER

In addition to the conditions outlined in Article 13.04 of the Central Hospital Collective Agreement the parties agree to the following regarding the implementation of a Unit weekend schedule:

1. Introduction:

The implementation of a Unit weekend schedule will be in accordance with Article 13.04 of the Collective Agreement, whereby a full-time Registered Nurse works an average of thirty (30) hours per week and is paid for thirty-seven (37.50) hours per week at their regular straight time hourly rate.

To be considered for a Unit weekend schedule, the Registered Nurse will submit a request in writing to their Unit Manager or the manager may choose to post if a F/T line is added to the existing rotation. The weekend schedule will be a temporary arrangement for a minimum period of eight months, up to a maximum period of one year in duration with the possibility of renewal. The hospital and the union will meet to discuss the weekend schedule. If the parties reach agreement, then the weekend schedule will be implemented.

2. Scheduling:

A Unit weekend schedule will consist of an average of thirty (30) hours per week, and must include two (2) 11.25 hour shifts scheduled each weekend, in accordance with Article 13.04 of the Collective Agreement. The remaining 7.5 hour shift per week will normally be scheduled on the Friday, unless a paid holiday falls on the Monday, in which case the shift may be scheduled on the holiday.

A unit weekend schedule may also be averaged over a six (6) week period, in which case there would be four (4) 11.25 hour shifts remaining to be scheduled over the six (6) weeks. Accordingly, the remaining four (4) 11.25 hour shifts will normally be scheduled on the Friday, unless a paid holiday falls on the Monday, in which case the shift may be scheduled on the holiday.

Unit weekend workers will not be scheduled to work during the week, nor will they normally be called in to cover a shift during the week. However, under exceptional circumstances when patient care would otherwise be compromised a Unit weekend worker may work during the week, but only after all other options have been exhausted including offering premium to all Registered Nurses eligible for premium pay, and able to do the work.

3. Health Benefits:

Benefit coverage for Unit weekend workers including Life Insurance, A D and D,

Extended Health, Dental and Semi-Private remains unchanged.

4. Weekend and Shift Premiums and Consecutive Weekend Language:

Weekend and shift premiums shall not be paid. Unit weekend workers are not eligible for premium payment for consecutive weekends worked, as described in the scheduling provisions of the Local Appendix.

5. Discontinuation:

The parties agree to meet again prior to the end of the temporary Unit weekend schedule arrangement, to discuss either renewing the agreement for a further period of up to one year, or discontinuing the arrangement.

Either party may discontinue a Unit weekend worker's schedule at any time, with sixty (60) days written notice. Upon receipt of such notice, a meeting will be held between the parties to discuss the reasons for discontinuation. It is understood that such discontinuation shall not be unreasonable or arbitrary. In the event that a Unit weekend worker's schedule is discontinued, the Registered Nurse will revert back to their previous schedule.

LETTER OF UNDERSTANDING

RE: 2D 2N EXTENDED TOUR SCHEDULES

1. Going forward, when the Hospital and the Union agree, the 2D 2N extended tour schedule may be instituted when eighty (80%) percent of the employees on a particular nursing unit have so indicated by secret ballot. For employees who indicate to their Unit Manager that they do not wish to work extended tours, the Hospital will endeavour to schedule these nurses on a normal shift rotation.
2. When less than eighty (80%) percent of the staff on a particular nursing unit vote, as outlined in paragraph 1, in favour of the 2D 2N extended tour schedule by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination 2D 2N extended tour schedule, other extended tours and normal (7.5 hour) tour in a particular Unit.
3. The eighty (80%) percent figure above may be varied by mutual agreement between the parties.
4. The Hospital shall make space available to the Union in order to permit the Union to conduct the vote referred to in paragraph 1. A Hospital representative shall be present during voting and for the counting of the ballots.

5. At any scheduled meeting with the Employer to discuss the introduction/discontinuation of 2D 2N extended tour schedule, a member of the Bargaining Unit executive shall be in attendance.
6. A trial period of the 2D 2N extended tour schedule shall run for any twenty-four (24) week period agreed to by the parties, after which a further vote of the employees on the unit will be conducted. Where at least eighty percent (80%) of the employees on the Unit indicate a willingness to continue with the 2D 2N extended tour schedule, the arrangement will become permanent.
7. The 2D 2N extended tour schedule may be discontinued in any unit when:
 - (i) eighty (80%) percent of the nurses in a unit so indicate by secret ballot; as outlined in 1 and 4 above; or
 - (ii) the Hospital decides to do so because of:
 - (1) adverse effects on patient care, or
 - (2) inability to provide a workable staffing schedule, or
 - (3) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the 2D 2N extended tours in the schedule;
 - (iii) When notice of discontinuance is given by either party to this Collective Agreement in accordance with number (i) or (ii) above, then:
 - A) the party wishing to discontinue the 2D 2N extended tour scheduling shall give the other party sixty (60) days' written notice, and
 - B) the Union and the Hospital shall meet within fifteen (15) days of the giving of notice to review the request for discontinuance.
 - (iv) The Bargaining Unit President will be informed of the results of the secret ballot within seven (7) days.
8. The scheduling provisions for extended tours contained in Appendix 5 are applicable save and except for the following:
 - (a) Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid premium pay for the fifth (5th) and subsequent day until a day off is scheduled.

- (b) Employees shall receive at least every fourth (4th) weekend off, which shall consist of a minimum of five (5) consecutive extended tours (i.e. sixty (60) consecutive hours), which shall commence no later than 1900 hours Friday.

An employee will receive premium pay as defined in Article 14 for all hours worked on a fourth (4th) consecutive and subsequent consecutive weekend until a weekend is scheduled off, save and except where:

- (i) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
 - (ii) Such employee has requested weekend work; or
 - (iii) Such weekend is worked as the result of an exchange of shifts with another employee.
- (c) Where possible employees shall receive five (5) consecutive days off following the fourth (4th) extended tour worked.
- (d) All schedules will be done on the basis that each full-time employee will be scheduled for 1950 hours per year. Nurses who wish to utilize paid holiday lieu time, banked lieu time, vacation time or education or union time for these additional hours shall be allowed to draw 11.25 hours and apply towards 1950 hours per year.
- (e) In accordance with the Local provisions Article H1 (f), the above scheduling provisions may be waived between December 15 and January 5 to provide for Christmas and New Year's scheduling.

LETTER OF UNDERSTANDING

RE: INNOVATIVE SCHEDULING FOR /OPERATING ROOM AS PER ARTICLE 13.03 OF THE CENTRAL AGREEMENT

Full time and Part time members working in the above unit will be scheduled according to the following innovative schedule which consists of one week of four (4) ten (10) hour every seven weeks.

1. Hours of Work – Ten (10) Hour Tours

- (a) For employees working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37½) minutes of unpaid mealtime.

- (b) Employees shall be entitled to relief periods during the tour of a total of thirty-seven and one-half (37½) minutes.
- (c) When working a ten (10) hour tour, overtime at the rate of one and one-half (1½) times the nurses' regular rate of pay shall be paid for all hours in excess of 9.375 paid hours in a 24 hour period.

2. Paid Holidays

A full time nurse working this Innovative Schedule is entitled to paid holidays in accordance with Articles 15.04 and Article 15.05.

The full nurse time a nurse shall receive twelve (12) lieu days off to consist of seven and one-half (7.5) paid hours each.

In order for the member to keep their pay whole they may choose one of the following options to ensure payment for nine and half (9.5) paid hours on a ten (10) hour tour:

- a) Use two (2.0) hours from their lieu bank if applicable
- b) Use two (2.0) hours of vacation time

In order for the member to keep their pay whole they may choose one of the following options to ensure payment for nine (9.0) paid hours on a nine and a half (9½) hour tour:

- a) Use one and a half (1.5) hours from their lieu bank if applicable
- b) Use one and a half (1.5) hours of vacation time

The nurses are required to indicate to their Manager, in writing, prior to the schedule being posted, which option they are choosing for each seven and a half (7.5) hour paid holiday.

3. Shift Premium

A nurse who works a ten (10) hour tour shall be paid shift premium as per Article 14.10 and Article H.4 (h) between 1500 and 0700 hours. The ten (10) hour shift tours of work will be 0700 to 1700.

4. Scheduling Objectives

The following scheduling objectives shall apply to all nurses working the Innovative Unit Schedule:

- (a) A nurse shall not be scheduled to work more than four (4) consecutive ten hour tours followed by at least three (3) consecutive

days off. Should a nurse work more than four (4) consecutive tours, they shall be paid in accordance with Article 14.03 for all hours worked on the fifth (5th) and subsequent tours until time off is scheduled.

This innovative scheduling arrangement may be discontinued by the Union or the Hospital. Affected nurses shall be given sixty (60) days' notice.

5. Any issues that arise with the innovative schedule will first be discussed at Hospital Association for resolution prior to either party discontinuing the innovative scheduling arrangement.

LETTER OF UNDERSTANDING

RE: 4 DAY / 5 OFF EXTENDED TOUR SCHEDULE - CRISIS MANAGEMENT TEAM

1. Going forward, the parties agree for the purposes of this Letter of Understanding regarding the scheduling of the Registered Nursing Staff on the Crisis Management Team the day shift will be defined as the hours worked between 1100 and 2300 hours.
2. At any scheduled meeting with the Employer to discuss the introduction/discontinuation of 4 Day / 5 Off extended tour schedule, a member of the Bargaining Unit executive shall be in attendance.
3. The 4 Day / 5 Off extended tour schedule may be discontinued or a change to the definition of the day shift (#1 above) on the Crisis Management Team when:
 - (i) sixty (60%) percent of the nurses in a unit so indicate by secret ballot. A Hospital and Union representative shall be present during voting and for the counting of the ballots. or
 - (ii) the Hospital decides to do so because of:
 - (1) adverse effects on patient care, or
 - (2) inability to provide a workable staffing schedule, or
 - (3) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the 4 Day / 5 Off extended tours schedule;
 - (iii) When notice of discontinuation is given by the hospital in accordance with number (ii) above, then:

- A) the hospital shall give the Union and staff sixty (60) days' written notice, and
 - B) the Union and the Hospital shall meet within fifteen (15) days of the giving of notice to review the request for discontinuance or change in the definition of the day shift.
- (iv) The Local Association will be informed of the results of the secret ballot within seven (7) days.
- 4. If the RN staffing number on the team significantly increases then the voting structure as reflected in 3 (i) will be re-negotiated by the parties to reflect similar 2D2N language in the local collective agreement.
- 5. The scheduling provisions for extended tours contained in Appendix 5 are applicable save and except for the following:
 - (a) Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid premium pay for the fifth (5th) and subsequent day until a day off is scheduled.
 - (b) Employees shall receive at least every fourth (4th) weekend off, which shall consist of a minimum of five (5) consecutive extended tours (i.e. sixty (60) consecutive hours), which shall commence no later than 2300 hours on Thursday.

An employee will receive premium pay as defined in Article 14 for all hours worked on a fourth (4th) consecutive and subsequent consecutive weekend until a weekend is scheduled off, save and except where:

- (i) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
 - (ii) Such employee has requested weekend work; or
 - (iii) Such weekend is worked as the result of an exchange of shifts with another employee.
- (c) Where possible employees shall receive five (5) consecutive days off following the fourth (4th) extended tour worked.
- (d) All schedules will be done on the basis that each full-time employee will be scheduled for 1950 hours per year. Nurses who wish to utilize

paid holiday lieu time, banked lieu time, vacation, education, or union time for these additional hours shall be allowed to draw 11.25 hours and apply towards 1950 hours per year.

- (e) In accordance with the Local provisions Article H1 (f), the above scheduling provisions may be waived between December 15 and January 5 to provide for Christmas and New Year's scheduling.

LETTER OF UNDERSTANDING

RE: EXTENSION OF TIME PERIOD FOR TAKING LIEU TIME FOR THE REMAINDER OF 2023 AND 2024

The parties agree that notwithstanding the six (6) pay period limitation in Article H-2(a) and (b), for the remainder of calendar year 2023 and 2024, the length of time for equivalent time off under Article 14.09 to be taken shall be increased to eight (8) pay periods.

This Letter of Understanding shall expire on December 31, 2024.

LETTER OF UNDERSTANDING

RE: SCHEDULING OF ON-CALL IN ENDOSCOPY

1. Notwithstanding Article H-10 (c) of the Collective Agreement, the union agrees that weekend standby may be scheduled unattached to a worked shift in the ENDO unit as per schedule agreed in Minutes of Settlement dated January 31, 2023.
 2. If a nurse is called in to work from Standby, they may elect to exercise a rest period of eight (8) hours before they return to the Hospital for their next scheduled shift. If the use of such rest period would result in the nurse's next scheduled shift being less than four (4) hours in length, the nurse may elect to miss the entire shift. Such missed shift shall be unpaid unless the nurse elects to use their accumulated overtime or vacation time.
-

LETTER OF UNDERSTANDING

RE: SCHEDULING COMMITTEE

The parties agree to co-operate during the term of this Collective Agreement to discuss scheduling options, including options which will provide for alternative schedules where such alternatives are desired.

The parties also agree to the re-establishment of a Scheduling Committee at the Hospital. Updated Terms of Reference shall be prepared by the Committee that shall incorporate the following:

- (a) The Hospital shall endeavour to implement schedules recommended by the Committee.
- (b) There will be a Scheduling Committee composed of a maximum of four (4) ONA members (representation may include both full-time and part-time ONA members) and a maximum of four (4) Hospital Representatives. Employees who are members of this Committee will be paid for all time in attendance at committee meetings at non-premium rates. Additional members or employees may attend the Scheduling Committee on an ad hoc basis as agreed.
- (c) Terms of Reference will be reviewed annually and amended as agreed to between the parties.
- (d) The purpose of this committee will include:
 - to act in an advisory capacity and assist in resolution of scheduling concerns;
 - to review all new master schedules and to ensure compliance with the Collective Agreement;
 - to assist with Christmas scheduling and vacation scheduling.
- (e) The Committee will meet at least quarterly. Meetings will be prescheduled on a yearly basis on mutually agreed upon dates and times. Ad hoc meetings may be scheduled upon the parties' mutual agreement.
- (f) When it becomes necessary to make a permanent change to any master schedule, the Hospital will bring such changes to the Scheduling Committee sixty (60) days prior to implementing the change.
- (g) Each unit will provide a copy of their current master rotation to the Scheduling Committee and Bargaining Unit President by January 31st of each year and any new or revised master rotations following January 31st of each year.

- (h) The Bargaining Unit President shall bring any suggested changes to the draft shift schedules covering the period from December 15 to January 5 to the Scheduling Committee for review and discussion at least one week prior to November 1.

LETTER OF UNDERSTANDING

RE: HYBRID SCHEDULE

Going forward, pursuant to Article 13 of the Collective Agreement the parties agree to adhere to the following process when implementing a Hybrid Schedule. A Hybrid Schedule is defined as a schedule where nurses work a combination of (7.5 hour) tours and (11.25 hour) tours.

- (a) Implementation

Scheduling initiatives will be implemented for trial when:

- i) The Hospital agrees to implement one of the above scheduling initiatives.
- ii) The Hospital agrees that this agreement shall not be withheld in an unreasonable or arbitrary manner.
- iii) Eighty percent (80%) of the full-time and regular part-time employees in the unit so indicate by a secret ballot vote conducted by the Union; and
- iv) The Hospital agrees to provide the Union with space on the unit to conduct the vote.
- v) The Hospital agrees to conduct joint Hospital and Union meetings with the employees prior to the secret ballot to explain both the process and the implications of the scheduling initiative. A copy of the agreed upon draft unit schedule will be provided to the employees at this meeting.
- vi) The parties agree to establish principles for conducting the vote.

- (b) Trial Period

There shall be a trial period of a minimum of six (6) months. The scheduling initiative will be evaluated jointly halfway through and at the end of the trial period.

(c) Continuation

Following the trial period in (b) above the scheduling initiative will be continued provided eighty percent (80%) of the full- time and regular part-time employees in the unit indicate so by a secret ballot vote conducted by the Union. This vote will be conducted one (1) week prior to the end of the trial period.

(d) Discontinuation

The scheduling initiative may be discontinued in the unit when eighty percent (80%) of the full-time or regular part-time employees in the unit so indicate by secret ballot vote conducted by the Union on the unit or by the Hospital for reasons of:

- i) Adverse effects on patient care; or
- ii) Inability to provide a workable staffing schedule; or
- iii) Where the Hospital wishes to do so for other reasons which are neither unreasonable, arbitrary or in bad faith.

When notice of discontinuation is given by either party in writing in accordance with the above, then:

- i) The parties shall meet within two (2) weeks of the written notice to review the request for the discontinuation; and
- ii) Where it is determined that the scheduling initiative will be discontinued, affected employees shall be given six (6) weeks' notice before the scheduling initiative is discontinued.

SCHEDULING:

- (a) A nurse working a combination of normal daily tours (7.5 hours) and normal daily extended tours (11.25 hours), shall not be scheduled to work more than 33.75 consecutive hours without at least forty-eight hours off. Should a nurse work more than 33.75 consecutive hours then they shall be paid in accordance with Article 14.03 for all hours worked in excess of 33.75 hours, save and except where:

- i) Such tour has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - ii) Such tour is worked as the result of an exchange of tours with another nurse.
- (b) Subject to the exigencies of patient care, nurses working an extended tour (11.25 hours) shall be entitled to a forty-five (45) minute unpaid mealtime during the first half of the tour and a forty-five (45) minute paid relief period during the second half of the tour and nurses working a normal daily tour (7.5 hours) shall be administered in accordance with Articles 13.01 (a) and (b).
- (c) Nurses on the hybrid schedule shall be scheduled off every second (2nd) weekend. Should the nurse be scheduled to work the second (2nd) weekend, they shall be paid in accordance with Article 14.03 of the Collective Agreement for all hours worked on the second (2nd) weekend and subsequent weekends until a weekend is scheduled off.

This premium payment shall not apply when:

- (a) such weekend has been worked by the nurse to satisfy specific days off requested by the nurse; or,
 - (b) such nurse has requested weekend work; or,
 - (c) such weekend is worked as a result of an exchange of tours or tours with another nurse.
 - (d) A weekend off shall be defined as any period of fifty-six (56) consecutive hours following the Friday day tour to the Monday day tour inclusive.
 - (e) Not less than forty-eight (48) hours off shall be scheduled between change in shifts.
 - (f) Overtime premium shall be paid for all authorized hours worked in excess of the hours referred in Article 13.01 (where a 7.5 hour tour is scheduled) and Article 13.02 (where an 11.25 hour tour is scheduled).
-

SIGNING PAGE

Dated at "Electronically", Ontario, this "14th" of "October", 2023

FOR THE EMPLOYER

"Cynthia Smart"

FOR THE UNION

"Heather Roberts"
Labour Relations Officer

Labour Relations Officer

"Amanda Battram"
Bargaining Unit President

"Christine Verschueren"

"Scott Moyer"

"Annette Trowhill"