

**COLLECTIVE AGREEMENT**

Between:

**GEORGIAN BAY GENERAL HOSPITAL**  
[hereinafter referred to as the "Hospital"]

And:

**ONTARIO NURSES' ASSOCIATION**  
[hereinafter referred to as the "Union"]

**Expiry Date: March 31, 2018**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
APPENDIX 3 .....	1
SALARY SCHEDULES .....	1
APPENDIX 4 .....	5
APPENDIX OF SUPERIOR BENEFITS .....	5
APPENDIX 5 .....	8
APPENDIX ON LOCAL ISSUES .....	8
ARTICLE A - RECOGNITION AND DEFINITIONS .....	8
ARTICLE B - MANAGEMENT RIGHTS .....	8
ARTICLE C - COMMITTEES AND REPRESENTATIVES .....	9
ARTICLE D - SCHEDULING REGULATIONS .....	9
ARTICLE E - PAID HOLIDAYS .....	15
ARTICLE F – VACATIONS .....	16
ARTICLE G - SENIORITY LIST .....	17
ARTICLE H - UNION LEAVE .....	17
ARTICLE I - BULLETIN BOARD .....	18
ARTICLE J - PRE-PAID LEAVE PLAN .....	18
ARTICLE K – OCCUPATIONAL HEALTH AND SAFETY/WORK RELATED INJURY .....	19
ARTICLE L – VIOLENCE IN THE WORKPLACE .....	20
ARTICLE M – MISCELLANEOUS .....	20
ARTICLE N - JOB SHARING .....	22
ARTICLE O – OVERTIME .....	24
SIGNING PAGE .....	25
LETTER OF UNDERSTANDING .....	26
Re: 4 On / 5 Off Scheduling Agreement .....	26

**APPENDIX 3****SALARY SCHEDULES**

Articles 19.01(a) and (d) apply to nurses only

- 19.01 (a) The salary rates in effect during the term of the Agreement shall be those set forth in Appendix 3 attached to and forming part of this Agreement. The regular straight time hourly rates for full-time, regular part-time and casual part-time Registered Nurses at hospitals shall be as follows:

<b>Classification – Registered Nurse</b>		
<b>Step</b>	<b>April 1, 2016</b>	<b>April 1, 2017</b>
Start	\$31.45	\$32.21
1 Year	\$31.91	\$32.36
2 Years	\$32.45	\$32.90
3 Years	\$34.04	\$34.52
4 Years	\$35.65	\$36.15
5 Years	\$37.66	\$38.19
6 Years	\$39.68	\$40.24
7 Years	\$41.72	\$42.30
8 Years	\$44.68	\$45.31
25 Years	\$45.47	\$46.11

(Articles 19.01(b) and 19.01 (c) apply to part-time nurses only)

- (b) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%.

- (c) The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enrol in the Hospital's Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

It is understood and agreed that the part-time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 9% or 13%, as applicable, which is paid in lieu of fringe benefits and accordingly the 9% or 13%, as applicable, add on payment in lieu of fringe benefits will

not be included for the purpose of computing any premium or overtime payments.

- (d) The parties agree to maintain the percentage differentials in the wage rates which presently exist between the classification of Registered Nurse and the other classifications which are covered by the Collective Agreement.

**APPENDIX 3**  
**SALARY SCHEDULES**

<b>Classification – Nurse Practitioner</b>		
<b>Step</b>	<b>April 1, 2016</b>	<b>April 1, 2017</b>
Start	\$49.32	\$50.01
1 Year	\$50.43	\$51.14
2 Years	\$51.52	\$52.24
3 Years	\$52.62	\$53.36
4 Years	\$ -	\$ -
5 Years	\$ -	\$ -
6 Years	\$ -	\$ -
7 Years	\$ -	\$ -
8 Years	\$52.75	\$53.49
25 Years	\$53.66	\$54.41

**APPENDIX 3**  
**SALARY SCHEDULES**

<b>Classification – Graduate Nurse</b>		
<b>Step</b>	<b>April 1, 2016</b>	<b>April 1, 2017</b>
Start	\$30.21	\$30.94
1 Year	\$30.64	\$31.07
2 Years	\$31.15	\$31.59
3 Years	\$32.68	\$33.14
4 Years	\$34.23	\$34.71
5 Years	\$36.15	\$36.66
6 Years	\$38.10	\$38.63
7 Years	\$40.04	\$40.60
8 Years	\$42.88	\$43.48
25 Years	\$43.64	\$44.25

**APPENDIX 4**

**APPENDIX OF SUPERIOR BENEFITS**

**FOR HURONIA DISTRICT HOSPITAL ONLY**

A - 1 FULL-TIME & PART-TIME

The list of names submitted in Article 5.05 will include the addresses of the nurses.

A - 2 FULL-TIME

Sick leave pay-out on termination of employment shall be as follows:

- (a) after 5 years - 25% up to a maximum of 30 days
- (b) after 10 years - 50% up to a maximum of 30 days
- (c) employees who retire under any of the provisions of the Hospitals of Ontario Pension Plan - 50% up to a maximum of 60 days.

A - 3 In addition to the salaries set forth in Appendix "A", the Hospital will pay monthly the following educational allowances to all full-time nurses subject to the following conditions:

- (a) proof of the certificate or diploma held must be submitted by the nurse to the Hospital;
- (b) in accordance with the above, a nurse possessing more than one certificate or degree shall be entitled only to the highest allowance provided in the schedule;
- (c) payment of the allowance shall commence at the start of the first full pay period following the filing with the Hospital of the required proof of standing, except that a newly hired nurse who is qualified for an educational allowance on her/his date of hiring shall be paid from that date;
- (d) the allowance shall be added to a nurse's basic monthly salary; and
- (e) the nurse must be working in the area to which the course is applicable,
- (f) it shall be the responsibility of the nurse to pay for all course materials and tuition fees. This would not prevent the nurse from making an application for assistance.

Educational Allowance

C.H.A. Nursing Unit Administration Course or 6 months Post Graduate Course	\$15.00 per month
One year University Course in Nursing	\$40.00 per month
Baccalaureate in Nursing	\$80.00 per month

**APPENDIX 5**

**LOCAL ISSUES**

Between:

**GEORGIAN BAY GENERAL HOSPITAL**  
[hereinafter referred to as the "Hospital"]

And:

**ONTARIO NURSES' ASSOCIATION**  
[hereinafter referred to as the "Union"]

## APPENDIX 5

### APPENDIX ON LOCAL ISSUES

#### **ARTICLE A - RECOGNITION AND DEFINITIONS**

A – 1 FULL-TIME ONLY

The Hospital recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all lay, registered and graduate nurses employed in a nursing capacity by the Hospital at Penetanguishene and Midland, save and except Care Managers and Co-ordinators, persons above the rank of Care Managers and Co-ordinators and persons regularly employed for not more than twenty-four (24) hours per week.

PART-TIME ONLY

The Hospital recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all lay registered and graduate nurses regularly employed for not more than twenty-four (24) hours per week in a nursing capacity at Penetanguishene and Midland, save and except Care Managers and Co-ordinators, and persons above the rank of Care Managers and Co-ordinator.

#### **ARTICLE B - MANAGEMENT RIGHTS**

B – 1 The Union acknowledges that it is the exclusive right of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, lay-off, recall and suspend or otherwise discipline nurses for just cause provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that a nurse has been unjustly discharged, suspended or otherwise disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
- (c) establish and enforce reasonable rules and regulations to be observed by the nurses but before altering such rules and regulations, the Hospital will discuss same with the Union and give the Union the opportunity of making representation with respect to such proposed alterations;
- (d) generally to manage and operate the Hospital in all respects in accordance with its obligations and, without restricting the generality of the foregoing, to determine the kinds and locations of machines and equipment to be used, the allocation and number of nurses required from time to time and the standards of nursing performance for all nurses.

B - 2 The foregoing rights shall be exercised only in a manner consistent with the provisions of this Agreement.

**ARTICLE C - COMMITTEES AND REPRESENTATIVES**

C - 1        Union Representatives

The Hospital will recognize seven (7) Union Representatives, two (2) from the Penetanguishene Site.

C - 2        Negotiating Committee

There will be a Negotiating Committee of three (3) nurses to represent both bargaining units at the Hospital.

C - 3        Grievance Committee

There will be a Grievance Committee of three (3) nurses.

C - 4        Hospital-Association Committee

There shall be a Hospital-Union Committee comprised of three (3) representatives of the Hospital, one (1) of whom shall be a senior manager responsible for nursing service or her/his designate and of the Union, one (1) of whom shall be the Local President or her/his designate. The membership of the Committee may be expanded by mutual agreement.

The Bargaining Unit President, or designate, will identify to the Hospital which committee members require payment under article 6.03(e) at each H.A.C. meeting.

C - 5        Union Interview

The Union will be allowed a reasonable amount of time to interview newly employed nurses during the Hospital's regular general orientation session. The Hospital shall provide the Association, at least three (3) days in advance, with the known names of the nurses who will be attending the interview. The Hospital shall also provide the Association with the classification, date of hire and area assigned for each newly hired nurse, the hospital will also provide name and, position of any Nurse that leaves the employment of the hospital.

C - 6        Professional Development Committee

In accordance with Article 9.02, the committee should be comprised of three (3) representatives of the Hospital and three (3) representatives of the Union.

**ARTICLE D - SCHEDULING REGULATIONS**

Any violation of Article D will be compensated by premium payment where applicable.

D - 1

Scheduling Regulations – Full-Time and Part-Time – 7.5 Hour Tour

Violation of the following will be compensated by premium payment:

- (a) A period of at least two (2) tours will be scheduled between shifts worked by a nurse unless a lesser period of time is mutually agreed upon between the nurse and her/his immediate supervisor. There shall be a minimum of sixteen (16) hours off between the conclusion of work and the start of the nurse's next tour, unless expressly waived by the nurse. If the Employer fails to schedule a period of sixteen (16) consecutive hours off between periods of work, the Employer will pay to the nurse the premium as set out in Article 14.03 for the following tour of duty. Paid holidays or days in lieu thereof shall not be used to change shifts.
- (b) A request by a nurse for a change of scheduled working hours must be submitted in writing, co-signed by the nurse willing to exchange tours, prior to the shift affected. Such change initiated by the nurse will not result in additional cost to the Hospital. All changes must be approved by the Care Manager or designate. Such request shall not be unreasonably denied.
- (c) No split tours.
- (d) Schedules shall be posted at both sites two (2) weeks in advance for a four (4) week period by the fifteenth (15th) of the previous month. Requests will be submitted by the first (1<sup>st</sup>) of the month prior to posting. Requests for time off after the first of the month in extenuating circumstances will not be unreasonably denied.
- (e) Nurses will not be scheduled to work more than seven (7) consecutive days.
- (f) FULL-TIME ONLY  
  
At least one half (½) of a nurse's tours shall be scheduled on the day based on each Unit's master rotation unless otherwise mutually agreed.
- (g) Full-time and Part-time  
  
At least forty-eight (48) hours time off shall be scheduled following a block of tours on the night shift, unless mutually agreed otherwise. A "block of tours" is defined as two (2) or more.
- (h) FULL-TIME ONLY  
  
Not more than two (2) consecutive weeks will be scheduled on evenings or nights unless otherwise mutually agreed. A nurse will not be required to change shifts more than once during a work week.
- (i) These regulations may be waived between December 15<sup>th</sup> and January 8<sup>th</sup> so that nurses will receive six (6) or more consecutive days off unless requested otherwise at either Christmas or New Year's in alternating years. Christmas time off will include December 24<sup>th</sup>, December 25<sup>th</sup> and December

26<sup>th</sup> and New Years' time off will include December 31<sup>st</sup> and January 1<sup>st</sup>. The Hospital will post the Christmas holiday schedule (defined as the period December 1<sup>st</sup> to the end of the first full week in January) not later than November 1<sup>st</sup>. This provision shall not apply to any unit in which nurses normally work Monday to Friday and are not scheduled to work on paid holidays. Alternative requests for scheduling over this period will be considered by the Employer in a reasonable manner.

(j) FULL-TIME

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. Split days off will be scheduled by mutual consent. (Full-time only)

(k) The Hospital will schedule two (2) weekends off in each four (4) week period and shall endeavour to maintain its practice of every second [2nd] weekend off.

(l) Full-time and Regular Part-time nurses will be available to work either Christmas or New Year's on an alternating basis.

D - 2

Scheduling Regulations - Extended Tour

(a) Extended tours shall be introduced into any unit when:

- (i) seventy-five percent (75%) of the full-time nurses in the unit and seventy-five percent (75%) of the part-time nurses so indicate by secret ballot. Ballots will be separated by full-time and part-time, and
- (ii) the Hospital agrees to implement extended tours, such agreement shall not be withheld in an unreasonably arbitrary manner.

(b) Extended tours may be discontinued in any unit when:

- (i) seventy-five percent (75%) of the full-time and seventy-five percent (75%) of the part-time nurses in the unit so indicate by secret ballot. Ballots will be separated by full-time and part-time; and
- (ii) the Hospital, because of
  - (A) adverse effects on patient care;
  - (B) inability to provide a workable staffing schedule; or
  - (C) the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, states its intention to discontinue extended tours in the schedule.

(c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:

- (i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - (ii) where it is determined that the extended tours will be discontinued, affected nurses shall be given forty-five (45) days notice before the schedules are so amended.
- (d) Such discontinuation shall not be unreasonably denied or imposed by either party.
- (e) No more than three (3) consecutive extended tours shall be scheduled per week unless expressly agreed by the nurse and her/his immediate supervisor.
- (f) No split tours.
- (g) Violation of the following will be compensated by premium payment:
- i) No less than two (2) consecutive tours between changes of shift unless otherwise agreed. Paid holidays or days in lieu thereof shall not be used to change shifts. A period of at least one (1) tours will be scheduled between shifts worked by a nurse unless a lesser period of time is mutually agreed upon between the nurse and her/his immediate supervisor. There shall be a minimum of twelve (12) hours off between the conclusion of work and the start of the nurse's next tour, unless expressly waived by the nurse. If the Employer fails to schedule a period of twelve (12) consecutive hours off between periods of work, the Employer will pay to the nurse the premium as set out in Article 14.03 for the following tour of duty.
  - ii) A request by a nurse for a change of scheduled working hours must be submitted, in writing, co-signed by the nurse willing to exchange tours, prior to the shift affected. Such change initiated by the nurse will not result in additional cost to the Hospital. All changes must be approved by the Care Manager or designate. Such request shall not be unreasonably denied.
  - iii) **FULL-TIME**  
  
Where a nurse normally rotates shifts, at least one-half ( $\frac{1}{2}$ ) of her/his tours shall be scheduled on the day shift in a three (3) month period unless otherwise mutually agreed.
  - iv) Full-time and Part-time  
  
At least forty-eight (48) hours time off shall be scheduled following a block of tours on the night shift, unless mutually agreed otherwise. A "block of tours" is defined as two (2) or more.

v) FULL-TIME

Not more than two (2) consecutive weeks will be scheduled on nights unless otherwise mutually agreed. A nurse will not be required to change shifts more than once during a work week.

vi) These regulations may be waived between December 20th and January 5th so that nurses will receive six (6) or more consecutive days off, unless requested otherwise, at either Christmas or New Year's in alternating years.

Christmas time off will include December 24th, December 25th, and December 26th: and New Year's will include December 31st and January 1st. The Hospital will endeavour to give eight (8) weeks' advance notice, but in any event no less than six (6) weeks' notice to nurses of Christmas and New Year's time off. This provision shall not apply to any unit in which nurses normally work Monday to Friday and are not scheduled to work on paid holidays. Alternative scheduling requests over this period will be considered by the Employer in a reasonable manner.

vii) Schedules will be posted at both sites two (2) weeks in advance of a four (4) week period by the fifteenth (15th) of the previous month. Requests will be submitted by the first (1<sup>st</sup>) of the month prior to posting. Requests for time off after the first (1<sup>st</sup>) of the month in extenuating circumstances will not be unreasonably denied.

(h) FULL-TIME ONLY

The Hospital will schedule every second (2nd) weekend off.

PART-TIME ONLY

The Hospital will schedule two (2) weekends off in each four (4) week period and shall endeavour to maintain its practice of scheduling every second [2nd] weekend off.

D - 3

A full-time nurse will receive premium payment in accordance with Article 14.03 for all hours worked on a second consecutive and subsequent weekend save and except where:

- (a) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- (b) Such nurse has requested weekend work; or
- (c) Such weekend is worked as a result of an exchange of shifts with another nurse;
- (d) For purposes of scheduling, "weekend" shall be the forty-eight (48) hour period commencing no later than midnight Friday.

- (e) Regular part-time nurses will receive time and one half (1½) their regular straight time hourly rate for all hours worked on a third [3rd] consecutive and subsequent weekend save and except the same provisions set out above for full-time nurses.
- D-4 (a) All Regular Part Time nurses will be available up to the commitment as specified below in sub-paragraphs (i) to (vi). The Employer will schedule shifts in a fair and equitable manner and where extra shifts are available they will be scheduled by seniority in accordance with the following:
- (i) Available on a pre-determined basis for a minimum of forty-five (45) hours in a two (2) week period.
  - (ii) Available for all three (3) shifts except for nurses identified as grandfathered by the parties as of April 30, 2002.
  - (iii) Available to work two (2) weekends in four (4).
  - (iv) Available for work over the Christmas period (including Christmas Eve, Christmas Day, and Boxing Day), or New Year's period (including New Year's Eve and New Year's Day), on alternate years.
  - (v) Available for work at least half (1/2) of the paid holidays in a calendar year; and of those for every other at least half (1/2) of the paid holidays falling in July, August, September and October.
  - (vi) Available a minimum of 52 weeks each year less the number of eligible weeks of vacation time off. For further clarity this means that if a Regular Part-time nurse is entitled to 6% vacation pay he/she must be available a minimum of 49 weeks per year.
- (b) The Hospital will offer additional tours that come available over and above the posted work scheduled to the most senior regular part-time nurses with stated availability for the shift in question, prior to offering tours to casual nurses, subject to the following:
- i) Nurses, who wish to be considered for additional tours must indicate their availability to the Staffing Office in the manner prescribed by the Hospital not later than five (5) days following the posting of the work schedule (e.g. the 20<sup>th</sup> of each month). A nurse who fails to provide the Hospital with additional availability over and above their requirement will not be considered for additional tours or contacted.
  - ii) A tour will be deemed to be offered whenever a call is placed and answered or a message is left at the number.
  - iii) It is the nurse's responsibility to ensure that their current contact information and primary contact number is up to date and filed with the Hospital's Human Resources Department.

- iv) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay.
- v) When a regular part-time nurse accepts an additional tour, she/he must report for that tour.
- vi) Provided they are qualified, nurses may submit their availability to work additional tours to more than one (1) unit.

D - 5 Where a nurse(s) is scheduled to work less than a normal tour (7.5 hours), Article D in its entirety applies except as amended by the following:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum.
- (b) Nurses working tours of less than 7.5 hours shall be granted a paid rest period.
- (c) No part-time nurse will be scheduled solely on tour(s) which are comprised of less than seven and one-half (7.5) hours in any pay period, except where such arrangements are requested by the nurse.
- (d) Nurses, working tours comprised of less than seven and one-half (7.5) hours, shall not be scheduled to work more than seven (7) consecutive tours. If a nurse is required to work on an eighth [8th] consecutive and subsequent tour, then she/he will receive premium pay for each tour so worked until a day off is scheduled.

D – 6 (a) Floating/Reassignment Guidelines

The parties agree that in the event that a nurse is required to float or be reassigned from his/her unit to another unit for any hours, the following order will apply providing first that patient care needs are being met. In accordance with Article 10.07 (g) of the collective agreement, it is understood that employees who volunteer or who are designated for reassignment, will only be reassigned if they are qualified to perform the available work in the Unit or area where the reassignment is to occur.

- i) Corporate Float Team Nurses
- ii) Volunteers
- iii) Based on his/her qualifications the least senior nurse on the unit.

## **ARTICLE E - PAID HOLIDAYS**

E - 1 The following shall be recognized:

New Year's Day  
3rd Monday in February  
Good Friday

Civic Holiday  
Labour Day  
Thanksgiving Day

Easter Monday  
Victoria Day  
July 1st (Canada Day)

Christmas Day  
Boxing Day  
One (1) Float Day, effective  
January 1, 2006

- E - 2 The Hospital shall arrange for paid holidays off to be divided equitably among the nurses in the same unit.
- E - 3 A nurse will be paid for all actual hours worked on a paid holiday.
- E - 4 Provided there is no violation of the scheduling regulations set out in D-1 and D-2:
  - (a) When a nurse is scheduled to work the weekend contiguous to a paid holiday, the nurse will be scheduled to work the paid holiday;
  - (b) If a nurse is scheduled off the weekend contiguous to a paid holiday, she/he shall be scheduled off the paid holiday.

E - 5 FULL-TIME

When a nurse works on a holiday or when a holiday falls on a scheduled day off, compensating time off shall be scheduled concurrent with scheduled weekends off, vacation or at a mutually agreeable time.

A maximum of 37.5 hours may be accumulate din the “stat lieu time bank” at any time. It is the responsibility of the employee to manage their “stat lieu time banks” such that no greater than 37.5 hours is accumulated. In circumstances where the employee has accumulated greater than 37.5 hours in their “stat lieu time bank”, payment of all hours above 37.5 will be paid out in the employee’s next pay cheque.

**ARTICLE F – VACATIONS**

- F – 1 (a) The Hospital will post by March 1<sup>st</sup> a vacation sheet in each nursing unit to cover the period from June 15<sup>th</sup> to September 15<sup>th</sup> in each year. Each nurse employed in the unit shall indicate prior to April 1<sup>st</sup> her/his vacation request preferences by indicating their 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> choice. In the event of the number of requests for vacation exceeds the maximum number permitted off at any time preference will be given to the most senior nurses.
- (b) Week-long vacation requests will be granted prior to approving single day(s) vacation requests to ensure maximum opportunity for summer vacation utilization.
- (c) Subject to the Employer’s obligations with respect to the posting of schedules and consistent with the Employer’s ability to amend schedules consistent with the Collective Agreement, the vacation summer work schedule shall be approved by the Manager and posted by May 15<sup>th</sup> for the period June 15 to September 15. Any remaining time for vacation in prime time shall thereafter be granted on a first come first serve basis.

- (d) Vacation requests for all other times shall be submitted to the Manager for approval no later than the first 1<sup>st</sup> of the month before the posting of the applicable schedule. A decision with respect to all such requests shall be confirmed by the Manager within two (2) weeks of the request.
- (e) Department managers will grant up to two (2) consecutive calendar weeks of vacation (regardless of how many hours constitute the two calendar weeks), as available, by seniority for the first choice requested. For times in which a junior employee has requested the same choice as a more senior employee, the junior employee's 2<sup>nd</sup> or 3<sup>rd</sup> choice will be considered and awarded (if available).
- (f) Once the first round of processing is completed, the department manager will review the remaining vacation weeks requested (pertaining to employees who requested more than two (2) weeks of vacation) and award (as available) those vacation requests in (two week blocks) following the same process as step 2. This process will continue until all vacation requests have been processed.

- F - 2 The vacation year is January 1<sup>st</sup> to December 31<sup>st</sup>.
- F - 3 In the event the approved vacation period extends beyond the current posted work schedule, prior to leaving on vacation, nurses shall be notified of the date and time at which to report to work following vacation.
- F - 4 Should a nurse request, the Hospital will endeavour to schedule off the weekend before and after a nurse's vacation.
- F - 5 Vacations may be taken as one (1) day or any multiple thereof.
- F - 6 A week of vacation shall be defined as thirty-seven and one-half (37 1/2) hours vacation.
- F - 7 Vacation may commence on any day of the week.
- F - 8 Vacation credits may be taken as it is earned but must be taken by the end of the fifteen (15) months following the end of the calendar year in which the vacation credit was earned.

#### **ARTICLE G - SENIORITY LIST**

- G - 1 Seniority lists for nurses will be posted in March and September.

#### **ARTICLE H - UNION LEAVE**

- H - 1 Leave of Absence for Union Business

Leave of absence for Union business shall be given up to an aggregate of seventy-five (75) days during the calendar year for all members of the bargaining unit,

provided adequate notice is given the Hospital. Adequate notice will be deemed to be a formal written request (fax, e-mail or mail) to Human Resources and the department manager at least fourteen (14) days in advance, requesting leave for union business. It is agreed that not more than three (3) nurses in total nor more than one (1) nurse per unit shall be absent on such leave at the same time.

The Hospital will provide replacement for leave for union business provided such leave of absence does not interfere with the efficient operation of the Hospital. Request for leave shall not be unreasonably denied.

H - 2      Local Coordinator Leave

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

H - 3      Paid Professional Leave Days

Each nurse shall be entitled to apply for professional development leave in a calendar year. The nurse shall provide the hospital with as much notice as is practicable to ensure that replacement staff are provided.

The Nurse shall be advised, prior to taking any professional development days of any transportation, wage replacement, registration fees, subsistence and other expenses that will be paid by the Employer.

- H - 4      (a)      The Hospital will pay the Bargaining Unit President or designate her/his regular straight time hourly rate for all time spent attending meetings with the Hospital outside his/her regularly scheduled hours when the Hospital specifically requests her/his attendance. Such hours will not be included for purposes of determining premium payments (i.e. these hours will not attract premium payment and will not be counted for purposes of determining eligibility for premium payment on other hours worked).
- (b)      The Hospital will provide the Bargaining Unit President with a paid leave of absence of one (1) days per month at the standard hours per shift on the unit where she/he works for the purpose of conducting Union business. The Parties will agree on the timing of this leave with a focus on efficient and effective use of this time for conducting Union business.

**ARTICLE I - BULLETIN BOARD**

- I - 1              The Hospital shall provide bulletin board space at each Hospital for the use of the Union.

**ARTICLE J - PRE-PAID LEAVE PLAN**

- J - 1              One (1) nurse from each unit.

**ARTICLE K – OCCUPATIONAL HEALTH AND SAFETY/WORK RELATED INJURY**

K - 1 The Hospital will notify the President of the Local Nurses' Union or designate of the Bargaining Unit of the names of all nurses who go off work due to a work related injury or when a nurse goes on LTD. The President shall notify in writing the Director of HR who the designate shall be.

K - 2 The Hospital and the Union recognize the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanently disabled, to enable their early and safe return to work.

When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.

The parties undertake to provide safe and meaningful employment for both permanently or temporarily disabled nurses based on the following principles.

- (a) A nurse has the right to employment following an injury or illness if the employee is able to perform either the essential duties of their pre-injury/illness job or any other suitable modified work.
- (b) The Employer shall accommodate the work or the workplace for the nurse with a disability to the extent that the accommodation does not cause the Employer undue hardship.
- (c) The Union acknowledges that the employee has a duty to cooperate as directed by the Occupational Health Service.

K - 3 The Hospital agrees to provide the employee with a copy of the Workers' Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

K - 4 Musculoskeletal Injury Prevention and Control

The Hospital in consultation with the Joint Health and Safety Committee will develop and put into effect musculoskeletal injury prevention, measures that focus on procedures, practice, equipment and training for the health and safety workers.

K - 5 Needlestick/Sharps Injuries

Recognizing the danger of needlestick/sharps injuries, the parties acknowledge the commitment of the Hospital in the area of policies, procedures, equipment and products that help to reduce or eliminate these dangers.

**ARTICLE L – VIOLENCE IN THE WORKPLACE**

L - 1 (a) Definition of Violence

The Employer agrees that no form of verbal, physical, sexual, racial or other abuse which may cause physical or psychological injury or that gives a person reason to believe that she/he or another person is at risk of physical and or psychological injury will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will take every precaution reasonable to rectify the abusive situation.

(b) Function of Joint Health and Safety Committee

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

(c) Training

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

(d) Damage to Personal Property

The Hospital shall consider reimbursement for replacement of damages incurred to the employee's personal property, such as eyeglasses, contact lenses or other prosthesis, etc. ripped uniforms, personal clothing, as a result of being assaulted while performing her/his work.

**ARTICLE M – MISCELLANEOUS**

M - 1 (a) On-Call

Should the Employer require employees to be on standby in accordance with Articles 14.06 and 14.07, the standby shall be scheduled by:

- i) request for volunteers;
- ii) should not enough volunteers come forward, employees shall be scheduled in such a way as to not require an employee to be

scheduled until all employees within the designated category and department have been scheduled.

- (b) When the Hospital requires nurses to be scheduled on standby, nurses shall be scheduled on standby so that they shall have at least every other weekend off from such standby and shall not be scheduled on-call/standby on their vacation.

M - 2 HURONIA SITE:

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

- M - 3 The Hospital will continue to supply scrub/lab coats to those nurses who require them. The Hospital will consider providing scrubs to nurses who request them.

- M - 4 In addition to posting all bargaining unit jobs as per the current practice, all job vacancies will be emailed to the bargaining unit president.

M - 5 Notification to Unsuccessful Job Applicants.

The parties agree that any unsuccessful interviewed candidate for an ONA job positing will be notified, 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 ONA Bargaining Unit President will be advised of who receives the above notice by email.

M - 6 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 through post-dated cheques provided on a yearly basis.

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 retired nurses each time the benefit costs are renegotiated by the Employer.

M - 7 Errors in Pay

Shortages in an employee's pay will be rectified upon the following conditions:

- (a) If the shortage occurs as a result of an employee's action or inaction, it will be corrected on the next standard payroll.
- (b) If the shortage occurs as a result of the Hospital's error and amount to less than four (4) hours pay, it will be corrected on the next standard payroll.

- (c) If the shortage occurs as a result of the Hospital's error in an amount of four (4) hours or more, the monies will be issued within (2) payroll department working days.

In reference to the above points, all errors must be reported by the employee directly to the immediate supervisor.

M – 8 Eligibility for Mentorship

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

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

- (a) Demonstrated, relevant clinical experience
- (b) Understanding of adult learning principles
- (c) Clinical Knowledge, skill and judgment
- (d) Effective communication skills and emotional intelligence
- (e) Critical thinking and problem-solving skills
- (f) Willingness and ability to share knowledge and skills
- (g) Where all other factors are equal, seniority

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

**ARTICLE N - JOB SHARING**

- N - 1 Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- N - 2 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 and the Care Manager of the Unit.
- N - 3 The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- N - 4 Each job sharer may exchange shifts with her/his partner, as well as with other nurses as provided by the Collective Agreement.
- N - 5 The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.

N - 6

Coverage:

(a) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one (1) cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

(b) Vacation, Pregnancy Leave, and other Leaves pursuant to Article 11 of the Central Agreement:

In the event that one (1) member of the job sharing arrangements goes on any of the above leaves of absence, the coverage will be negotiated with the unit supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

N - 7

Implementation:

(a) 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 Agreement.

(b) An incumbent full-time nurse wishing to share her/his position may do so without her/his half [ $\frac{1}{2}$ ] of the position being posted. The other half [ $\frac{1}{2}$ ] of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

(c) If one (1) of the job sharers leaves the arrangement, her/his 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 job sharer will have the option of continuing the full-time position or reverting to a part-time position for which she/he is qualified. If she/he does not continue full-time, the position must be posted according to the Collective Agreement.

N - 8

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.

**ARTICLE O – OVERTIME**

- O - 1
- (a) For any full-time or part-time nurse who chooses to bank overtime as lieu time, the Manager will allow the nurse to bank a maximum of seventy-five (75) hours. It is the responsibility of the employee to manage their Overtime Lieu Banks such that no greater than seventy-five (75) hours is accumulated. In circumstances where the nurse has accumulated greater than 75 hours in their overtime bank, payment of all hours above seventy-five (75) hours will be paid out on the nurse's next pay cheque. Requests for banked time off will follow scheduling regulations and will not be unreasonably denied.
  - (b) Part-time nurses who work above sixty (60) hours will be allowed at their request to bank up to fifteen (15) hours at straight time in a two (2) week period, provided their total bank hours do not exceed seventy-five (75) hours.
  - (c) Education hours may not be banked.

**SIGNING PAGE**

Dated at Midland, Ontario, this 24<sup>th</sup> day of January, 2017.

FOR THE EMPLOYER

FOR THE UNION

"Paula Anderson"

"Richard Anderson"  
Labour Relations Officer

"Bill Whittaker"

"Jason Zimmer"

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## LETTER OF UNDERSTANDING

Between:

**GEORGIAN BAY GENERAL HOSPITAL**  
[hereinafter referred to as the "Hospital"]

And:

**ONTARIO NURSES' ASSOCIATION**  
[hereinafter referred to as the "Union"]

### Re: 4 On / 5 Off Scheduling Agreement

The parties agree to implement a 4-On / 5-Off schedule subject to the following terms and conditions:

- (a) It is understood that the shifts worked will be extended tours and consists of 2 day and 2 night shifts.
- (b) When the 2 Day / 2 Night rotation is introduced into any unit there will be a six (6) month trial period in order to evaluate the process. At the completion of the six (6) months trial there will be a second vote by secret ballot to decide whether the 2 Days / 2 Nights rotation will continue.
- (c) 2 Day / 2 Night rotations may be discontinued in any unit when:
  - i) the Hospital provides the Union with written notice ninety (90) days in advance, of its desire to discontinue the 2 Day / 2 Night rotation; or
  - ii) eighty percent (80%) of the nurses working the 2 Day / 2 Night rotation in the unit indicate by a secret ballot.
- (d) Nurses will not be required to work more than four (4) consecutive tours. If a nurse works a fifth (5<sup>th</sup>) consecutive tour, she will receive pay at time and one half, save and except where:
  - i) the shift worked is as a result of an exchange of shifts with another nurse; or
  - ii) the shift worked is to ensure that all obligations to the Hospital are met (see section (d) below); or
  - iii) the nurse has requested to work that shift; or
  - iv) the shift has been worked by the nurse to satisfy specific days off required by such nurse.

- (e) All schedules will be done on the basis that each full-time nurse will be scheduled for 1950 hours per year. Schedules will be mutually agreed to by the individual and their manager.

In order to achieve 1950 hours per year a nurse must work an additional 22.5 hours every nine weeks. To reach 1950 hours, staff will choose options as below:

- i) Pre-booked on the master rotation for 22.5 hours every 9 weeks and/or;
- ii) Pre-booked on the master rotation for 5 vacation hours every two weeks (2.5 hours/week = 22.5 hours in 9 weeks) and can draw from his/her vacation entitlements, time owed bank, stat bank or float bank, in combination to pre-booking, to equal 22.5 hours extra every 9 weeks with mutual agreement between management and the nurse.

Items i) and ii) above may be used in combination to achieve the 1950 hours per year with mutual agreement.

Once a nurse has chosen the method she/he wishes to make up the hours changes will only be made by mutual agreement and will be made at the beginning of a 9 week cycle. No changes to the method will be made during the summer vacation time (June 15 – September 15).

- (f) At least four (4) weeks notice shall be given by the Hospital to the Union before any changes are implemented to the master rotation.
- (g) It is understood that a nurse working this scheduling agreement will see a variation in hours per pay period and will not consistently average 75 hours per pay period.
- (h) For the purposes of calculating overtime, hours will be averaged over a period of nine (9) weeks. All hours worked over and above the Master Rotation will be considered overtime.
- (i) If a nurse is required to work on a fourth (4<sup>th</sup>) and subsequent consecutive weekend, she will receive payment as defined in the Central Collective Agreement for all hours worked on that weekend, save and except where:
  - i) the weekend worked is a result of an exchange of shifts with another nurse; or
  - ii) the weekend worked is to ensure that all obligation to the Hospital are met (see section (c) above); or
  - iii) the nurse has requested to work that weekend; or
  - iv) the weekend has been worked by the nurse to satisfy specific days off required by such nurse.
- (j) Where a vacancy occurs in the 2 Days / 2 Nights schedule, the rotation will first be offered to the other nurses on the unit who have expressed an interest in working this schedule, in accordance with seniority. The manager or delegate will advise the unit nurses of the availability of a position in the 2 Days / 2 Nights rotation. The nurse will request the change of rotation in writing and submit the request to the manager. The most senior nurse interested will fill the position and will start the rotation at the beginning of the next rotation. The vacancy created will be posted as per Article 10.07 of the Central Agreement.

(k) Article E-4 of the Local Agreement will not apply.

Dated at Midland, Ontario, this 24<sup>th</sup> day of January, 2017.

FOR THE EMPLOYER

FOR THE UNION

"Paula Anderson"

"Richard Anderson"  
Labour Relations Officer

"Bill Whittaker"

"Jason Zimmer"

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_