

## **COLLECTIVE AGREEMENT**

Between:

**HALIBURTON HIGHLAND HEALTH SERVICES**  
[hereinafter referred to as the "Employer"]

And:

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

Expiry Date: March 31, 2020

**APPENDIX 3 SALARY SCHEDULES**  
**APPENDIX 4 SUPERIOR CONDITIONS**  
**APPENDIX 5 LOCAL PROVISIONS**

Between:

**HALIBURTON HIGHLAND HEALTH SERVICES INC.**  
[hereinafter referred to as the “Employer”]

And:

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

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**APPENDIX 3**SALARY SCHEDULESClassification – Head Nurse

	1-Apr-18	1-Apr-19
Start	\$ 35.30	\$ 35.92
1 Year	\$ 35.44	\$ 36.06
2 Years	\$ 35.95	\$ 36.58
3 Years	\$ 37.68	\$ 38.34
4 Years	\$ 39.43	\$ 40.12
5 Years	\$ 41.57	\$ 42.30
6 Years	\$ 43.75	\$ 44.52
7 Years	\$ 46.01	\$ 46.81
8 Years	\$ 49.21	\$ 50.07
25 Years	\$ 50.18	\$ 51.06

Classification - Registered Nurse

	1-Apr-18	1-Apr-19
Start	\$ 32.66	\$ 33.23
1 Year	\$ 32.81	\$ 33.39
2 Years	\$ 33.36	\$ 33.94
3 Years	\$ 35.00	\$ 35.62
4 Years	\$ 36.66	\$ 37.30
5 Years	\$ 38.72	\$ 39.40
6 Years	\$ 40.80	\$ 41.52
7 Years	\$ 42.89	\$ 43.64
8 Years	\$ 45.94	\$ 46.75
25 Years	\$ 46.76	\$ 47.57

Classification – Graduate Nurse

	1-Apr-18	1-Apr-19
Start	\$ 31.85	\$ 32.41
1 Year	\$ 31.64	\$ 32.19
2 Years	\$ 32.55	\$ 33.12
3 Years	\$ 34.13	\$ 34.73
4 Years	\$ 35.76	\$ 36.39
5 Years	\$ 37.81	\$ 38.47
6 Years	\$ 39.85	\$ 40.55
7 Years	\$ 41.91	\$ 42.64
8 Years	\$ 44.88	\$ 45.67
25 Years	\$ 45.66	\$ 46.46

Classification – Nurse Practitioner

	1-Apr-18	1-Apr-19
Start	\$49.15	\$50.01
1 Year	\$50.12	\$51.00
2 Years	\$51.13	\$52.02
3 Years	\$52.11	\$53.02
4 Years	\$53.09	\$54.02
5 Years	\$54.08	\$55.02
6 Years	\$55.06	\$56.02
7 Years	\$56.04	\$57.02
8 Years	\$57.04	\$58.04
25 Years	\$57.96	\$58.97

**APPENDIX 4**

Re: Article 14.11 – Ambulance Escort – SUPERIOR CONDITION

The Hospital agrees to continue to pay one and one half (1½) times the nurses straight time hourly rate both coming and going. The Employer can require the R.N. to stay for the minimum 4 hours. If it is not busy the R.N. can decide to stay for the minimum 4 hours or can leave and be paid only the hours worked.

## **APPENDIX 5**

### **LOCAL ISSUES**

#### **ARTICLE A – RECOGNITION**

A-1 The Hospital recognizes the Association as the sole bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity by Haliburton Highlands Health Services in Haliburton and Minden, save and except Nurse Administrator, and persons above the rank of Nurse Administrator.

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

B-1 The Association recognizes that the Management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement. Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:

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

B-2 The Employer agrees to exercise its right and administer the Collective Agreement in a reasonable and fair manner.

#### **ARTICLE C - COMMITTEES AND REPRESENTATIVES**

C-1 Nurse Representatives

The Hospital agrees to recognize three (3) nurse representatives.

C-2 Grievance Committee

The Hospital will recognize a Grievance Committee of up to two (2) nurses.

C-3 Negotiating Committee

The Hospital will recognize a Negotiating Committee of not more than three (3) nurses.

C-4 Hospital-Association Committee

There shall be a Hospital-Association Committee comprised of three (3) representatives of the Association and three (3) representatives of the Hospital where feasible.

C-5 Union Interview

The Hospital agrees that an Association interview will be given during the nurse's orientation period. The Hospital shall designate the time and place for the interview, after consultation with a representative of the Association.

The Hospital shall provide the Bargaining Unit President written notification of all newly hired nurses in the Bargaining Unit. The above notice will be provided prior to the start date and/or as soon as possible following the nurse's acceptance of an employment offer. The notice will identify the Position/Posting, the start date of their employment and the nurse's name.

C-6 Fiscal Advisory Committee (Joint Operations Committee)

The Employer agrees to provide the nurses on the Fiscal Advisory Committee with full access to information so that they can participate in an informed manner.

C-7 The Hospital will endeavour to notify nurses two (2) weeks in advance of any scheduled committee meetings or in-service.

C-8 Professional Development Committee

The composition of said committee shall include two (2) representatives of the Hospital including the Chief Nursing Officer or designate and a Human Resources representative. There shall be two (2) representatives from the Union including the Bargaining Unit President.

The terms of reference shall be determined by the representatives. The parties agree that the Hospital – Association Committee will continue to discuss issues that will eventually transfer to this committee in the interim.

C-9 Scheduling Committee

There shall be a Scheduling Committee comprised of Union representatives and Employer representatives. The Committee will meet biannually, at mutually agreed upon dates and times. The Committee will discuss and assist in the resolution of the scheduling concerns, make recommendations for changes to the schedule to



improve job satisfaction of employees, and review requests for innovative schedules on any unit in accordance with Article 13.03.

C-10 Occupational Health and Safety Committee

The Hospital will recognize one (1) bargaining unit employee(s) of the Joint Occupational Health and Safety Committee. When a regular member of the Committee is not available, she/he may be replaced by an alternate, appointed by the Union.

C-11 The Employer will pay the Bargaining Unit President/Local Coordinator or designates at her/his regular straight time hourly rate for all time spent attending meetings with the Employer outside her/his regularly scheduled hours.

C-12 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 and staffing requirements, 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.

**ARTICLE D - SENIORITY LISTS**

D-1 A copy of the seniority list will be filed with the Association semi-annually by the last day of January and by the last day of July.

**ARTICLE E - ASSOCIATION LEAVE**

E-1 Leave of absence for Association business shall be granted without pay up to an aggregate maximum of forty-five (45) days, including both Full and Part-time, during the calendar year.

Requests for leave of absence shall be made in writing at least two (2) weeks in advance, provided such leave does not interfere with the continuance of efficient operations in the Hospital. Such leave shall not be unreasonably withheld. It is agreed that not more than two (2) nurses can be absent at any one (1) time.

**ARTICLE F - BULLETIN BOARDS**

F-1 The Hospital will provide a bulletin board for the use of the Association in posting Association notices.

**ARTICLE G - PAY DAYS**

G-1 The Hospital agrees that all nurses will be paid on a bi-weekly basis. The direct deposit system will be mandatory for all employees.

G-2 Any errors in pay calculations caused by the Hospital, resulting in an amount in excess of two (2) hours pay at the nurses regular straight time hourly rate, will be

paid by separate cheque, less approximate applicable deductions, within three (3) business days from the time of notification, unless waived by the affected nurse. All other errors will be corrected on the next pay.

**ARTICLE H - PAID HOLIDAYS**

H-1 The following shall be paid holidays:

- |                 |                  |
|-----------------|------------------|
| New Year's Day  | Canada Day       |
| Family Day      | Civic Holiday    |
| Good Friday     | Labour Day       |
| Easter Monday   | Thanksgiving Day |
| Victoria Day    | Christmas Day    |
| Remembrance Day | Boxing Day       |

NOTE: The above noted change will take effect January 1, 2017.

H-2 Full-Time Only

A nurse who qualifies for a lieu day will be granted such day thirty (30) days before the holiday or within forty-five (45) days after the date on which the holiday was observed. Such lieu day will be scheduled in conjunction with a scheduled weekend off or days off at a mutually agreeable time between the nurse and the Director. Failing mutual agreement the lieu day will be scheduled by the Director.

H-3 Full-Time Only

Notwithstanding H - 2, a nurse may accumulate three (3) paid holidays at any one time during the calendar year. Such lieu days must be taken prior to March 31<sup>st</sup> of the following year.

H-4 Scheduling of a day off on the day of observation of a holiday will be distributed among the nurses as equitably as is reasonably practical.

H-5 Full-Time Only

For the purpose of determining her/his entitlement to a lieu day, the nurse who works the majority hours on the recognized holiday as provided herein, shall be entitled.

H-6 Premium pay as per Article 15.05 (full-time) and Article 15.08 (part-time) will be paid for all hours worked on the designated holiday.

H-7 Part-Time Only

The Hospital shall endeavour to schedule the nurses to work the weekend in conjunction with a scheduled paid holiday if it is available unless otherwise requested and vice versa. The Hospital shall endeavour to schedule the nurse off on the weekend if not scheduled to work the paid holiday unless otherwise requested.

**ARTICLE I – VACATION**

- I-1           Vacation entitlement for full-time nurses will be based on the calendar year. Vacation cannot be taken in advance of being earned. The Hospital will allow nurses to carry one (1) week of their vacation over into the next year provided that carried over vacation is used prior to March 31<sup>st</sup>.
- I-2           Vacation Pay for part-time nurses shall be based on the calendar year.
- I-3           Vacation requested between December 15<sup>th</sup> and January 8<sup>th</sup> shall be granted as scheduling permits, according to seniority and on a rotational basis.
- I-4           The Hospital shall give in conjunction with vacation time, either the weekend preceding the vacation or the weekend immediately following the vacation as days off at the request of the nurse.
- I-5           It is understood that vacation weeks are not necessarily continuous, however, the Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates, subject to the need to meet the operating requirements of the Hospital. The Hospital will not unreasonably deny vacations.
- I-6           A nurse may not take more than three (3) weeks' vacation in June, July, August, or September. A week of vacation shall be defined as seven (7) consecutive calendar days off, commencing on any day of the week. Exceptional requests will be considered by the Hospital.
- I-7           All requests for vacation time applicable to the months of June through September inclusive shall be submitted by April 1<sup>st</sup> of each year. This vacation time shall be processed and posted by May 15<sup>th</sup>. Such requests shall be granted on the basis of seniority. Once posted, the schedule shall not be changed without the mutual consent of the nurse and Hospital.
- I-8           All requests for vacation time within the months of October through May inclusive shall be submitted in writing at least two (2) weeks in advance of the posting of the applicable schedule.
- I-9           Requests for vacation submitted after the timeline identified in point I-8 above will be considered by the Hospital.

**ARTICLE J - SCHEDULING OF HOURS OF WORK**

- J-1           The Hospital agrees to achieve and maintain the following regulations in the formulation of working schedules:
  - (a)       Schedules for nurses shall be posted at least four (4) weeks in advance and shall cover at least a six (6) week period. Requests for changes to the schedule will be submitted at least two (2) weeks prior to the time requested in writing. A nurse may be permitted to exchange her scheduled tours of duty with another nurse provided the arrangement is submitted in writing and is co-signed by the nurse willing to exchange tours. One (1) week's notice must be provided of such change except in extenuating circumstances. All such requests must be approved by the Director or

designate. Such requests will be submitted during the Director's hours Monday to Friday. Such approval shall not be unreasonably withheld.

- (b) The Hospital will not schedule split tours.
- (c) A nurse will not be required to change tours of duty more than once during a work week, unless the nurse requests it.
- (d) Full-Time Only

The Hospital will schedule at least one (1) weekend off in two (2).

If a nurse is required to work on a second [2nd] consecutive and subsequent weekend, she will receive time and one-half (1½) for all hours worked on that weekend save and except where:

- i) such weekend has been worked by a 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 shifts with another nurse.
- iv) Premium payable on weekends under this clause will be waived up to a maximum of one (1) weekend per nurse between December 15th and January 15<sup>th</sup> in order to accommodate Christmas and New Year's scheduling.
- v) A weekend is defined as fifty-six (56) consecutive hours off work during the period following the completion of the Friday shift until the commencement of the Monday shift

- (e) Part-Time Only

The Hospital will schedule at least one (1) weekend off in three (3) for nurses who fall under part-time commitment.

If a nurse is required to work on a third [3rd] consecutive and subsequent weekend, she will receive time and one-half (1½) for all hours worked on that weekend save and except where:

- i) such weekend has been worked by a 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 shifts with another nurse.
- iv) Premium payable on weekends under this clause will be waived up to a maximum of one (1) weekend per nurse between December

15th and January 15<sup>th</sup> in order to accommodate Christmas and New Year's scheduling.

- v) A weekend is defined as fifty-six (56) consecutive hours off work during the period following the completion of the Friday shift until the commencement of the Monday shift
- (f) i) Full-Time Only  
Nurses will not be scheduled to work more than seven (7) consecutive days. If a nurse works on an eighth [8th] subsequent day, she will receive premium pay for the days worked.
- ii) Part-Time Only  
Nurses will not be scheduled to work more than five (5) consecutive tours unless mutually agreed to.
- (g) i) A nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's season unless the nurse requests otherwise, except in areas which are not normally required to work on weekends and statutory holidays. The normal scheduling conditions shall be waived to accommodate the special arrangement between December 15<sup>th</sup> and January 8<sup>th</sup>. For the purpose of this schedule, Christmas shall be defined as December 24<sup>th</sup>, 25<sup>th</sup>, and 26<sup>th</sup> and New Year's as December 31<sup>st</sup>, and January 1<sup>st</sup>. Time off for Christmas and New Year's shall be posted four (4) weeks in advance.
- ii) By October 15th of each year, nurses shall submit in writing their preference of which shift to work as well as their preference to work either Christmas or New Year's. Such preference shall be taken into consideration by the Hospital. Time off over Christmas and New Year's shall alternate from year to year.
- iii) In the event that there is an opportunity to provide both Christmas and New Year's off, it will be given to the most senior nurse on a rotational basis upon request. A nurse requesting Christmas and New Year's off will have the specific days off as defined in (g)(i) but is agreeing to waive the requirement for five (5) consecutive days off over either holiday.
- (h) For the purposes of scheduling, the first [1st] shift of the day shall be Days.
- (i) No employee shall, except in an emergency or by agreement between two employees, be scheduled to work more than one full shift in a twenty-four (24) hour period.
- (j) There shall be a minimum of forty-eight (48) hours off work following night tours. This does not apply following a single night tour.

J-2 The evening shift shall be defined as all hours worked between 1500 hours and 2300 hours. The night shift will be defined as all hours worked between 2300 hours and 0700 hours.

J-3 The weekend premium referred to in Article 14.15 will be paid for each hour worked between 2300 hours Friday and 2300 hours Sunday.

J-4 Extended Tours

(a) Where Extended Tours scheduling is implemented, the Hospital will evaluate on an ongoing basis the following criteria:

- i) adverse effect on patient care,
- ii) inability to provide a workable staffing schedule,
- iii) any other reason which is neither unreasonable nor arbitrary.

(b) i) No more than three (3) consecutive Extended Tours shall be scheduled unless agreed to by the nurse.

ii) At least one (1) Extended Tour off will be scheduled between tours.

iii) A weekend is defined as a minimum of five (5) consecutive Extended Tours off, which shall commence no later than 1900h on Friday.

(c) The Hospital will not schedule split tours.

(d) A nurse may not be scheduled to change tours of duty more than once during a scheduled week.

(e) The Hospital will provide at least every second [2nd] weekend off for full-time nurses.

If the full-time nurse is required to work on a second [2nd] and subsequent weekend, she will receive premium payment as defined in the Central Agreement for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, 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 with another nurse; or

iv) such weekend has been worked in accordance with a rotation that the Association and the Hospital have agreed to.

(f) The Hospital will provide at least every third [3rd] weekend off for part-time nurses.

If the part-time nurse is required to work on a third [3rd] and subsequent weekend, she will receive premium payment as defined in the Central Agreement for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, 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 with another nurse; or
  - iv) such weekend has been worked in accordance with a rotation that the Association and the Hospital have agreed to.
- (g) A minimum of four (4) consecutive tours off shall be scheduled following night shifts, unless otherwise agreed. This provision does not apply to part-time nurses who work a single night tour.
- (h) Nurses will receive three (3) rest periods and one (1) unpaid meal period.
- (i) The starting and stopping times of the Extended Tours will be:
- i) At Haliburton: 0700h to 1900h  
1900h to 0700h
  - ii) At Minden: 0700h to 1900h  
1900h to 0700h

The Union and the Hospital may agree to implement alternate start and stop times where it is determined and reasonable to accommodate seasonal fluctuations in patient and service volumes. The parties will meet in advance to discuss the reasons for the proposal of any change in start and stop times and to agree upon the shift details including but not limited to introduction, trial period, discontinuation, choice of rotation etc.

- (j) A vote by secret ballot will be conducted by the Association prior to the implementation of Extended Tours.

If seventy percent (70%) of the nurses who vote indicate a desire to work Extended Tours, such scheduling shall be implemented.

In the event of a desire by either party to discontinue Extended Tours scheduling, ninety (90) days notice shall be given to the other party.

- (k) Nurses working Extended Tours shall have the option of banking three (3) lieu days to be taken as two (2) Extended Tours off using the time frames specified in H - 3.

(l) Extended Tours

- i) A nurse will be scheduled off work for not less than five (5) consecutive calendar days at either Christmas or New Year's season unless the nurse request otherwise, except in areas which are not normally required to work on weekends and statutory holidays. The normal scheduling conditions shall be waived to accommodate the special arrangement between December 15<sup>th</sup> and January 8<sup>th</sup>. For the purposes of this schedule, Christmas shall be defined as December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup> and New Year's as December 31<sup>st</sup> and January 1<sup>st</sup>. Time off for Christmas and New Year's shall be posted four (4) weeks in advance.
- ii) By October 15<sup>th</sup> of each year, nurses shall submit in writing their preference of which shift to work as well as their preference to work either Christmas or New Year's. Such preference shall be taken into consideration by the Hospital. Time off over Christmas and New Year's shall alternate from year to year.
- iii) In the event that there is an opportunity to provide both Christmas and New Year's off, it will be given to the most senior nurse on a rotational basis upon request. A nurse requesting Christmas and New Year's off will have the specific days off as defined in (g)(i) but is agreeing to waive the requirement for five (5) consecutive days off over either holiday.

J-5

Part-Time Only

The Hospital agrees to achieve and maintain the following regulations in the formulation of working schedules:

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

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

All regular part-time nurses should be scheduled up to their committed hours.

Where extra non-premium tours become available, they should first [1st] be offered on the basis of seniority to regular part-time nurses, provided that no nurse will exceed her commitment as a result of being offered such extra tours where there are regular part-time nurses who have not yet been offered their commitment of shifts.

Where all regular part-time nurses have been given the opportunity to work up to their committed tours, extra non-premium tours will then be offered to regular part-time nurses on the basis of seniority.

- (b) Regular Part-Time Commitment

Part-time nurses will only be permitted to change their commitment once in every six (6) month period and must be submitted in writing to the Hospital.



Where extra hours become available after the posting of the schedule and commitment has not been reached, they will first be offered on an equitable basis, by seniority to Category "A" employees on the unit.

If the shift is still available it will then be offered to Category "B" employees on the unit on an equitable basis by seniority up to their commitment.

If the shift remains available it will be offered to job sharers by seniority.

Then if the shift remains available the shift will be offered by seniority to regular part-time employees of other units who have expressed interest.

#### Category "A"

The nurse must be available if required by the Hospital and her commitment in writing will include the following conditions:

- i) To be available one hundred and thirty-five (135) hours over a six (6) week posted rotation;
- ii) Available three (3) weekends out of six (6);
- iii) To be available for all shifts;
- iv) To be available to work not more than five (5) scheduled consecutive tours for an eight (8) hour shift, or three (3) scheduled consecutive tours for a twelve (12) hour shift, unless mutually agreed to;
- v) To be available to work either Christmas or New Year's and at least four (4) other paid holidays a year;
- vi) must give four (4) hours' notice if unable to work a scheduled evening or night tour and as much notice as is possible when working the day tour.

The ratio of Category "A" to Category "B" must be maintained at a minimum of 80% Category "A" to 20% Category "B" in each unit.

#### Category "B"

The nurse must be available if required by the Hospital and her commitment in writing will include the following conditions:

- i) To be available forty-five (45) hours over a six (6) week posted rotation;
- ii) Available two (2) weekends out of six (6);
- iii) To be available for all shifts;

- iv) To be available to work either Christmas or New Year's and at least two (2) other paid holidays a year;
- v) must give four (4) hours' notice if unable to work a scheduled evening or night tour and as much notice as is possible when working the day tour.

The ratio of Category "A" to Category "B" must be maintained at a minimum of 80% Category "A" to 20% Category "B" in each unit.

J-6

Part-Time Only

Four (4) Hour Tours

Where scheduled four (4) hour tours are required, Article J in its entirety applies except as amended by the following:

- (a) The Hospital will endeavour to keep the number of four (4) hour tours to a minimum.
- (b) There shall be an equitable distribution of such tours among the part-time nurses.
- (c) No part-time nurse will be scheduled solely on tours of less than 7.5 hours in any pay period, except where such arrangements are requested by the nurse.
- (d) For nurses working tours of duty of less than 7.5 hours, no more than five (5) tours in a row shall be scheduled. If a nurse is required to work on a sixth [6th] consecutive and subsequent tour, then she/he will receive premium payment for each tour so worked until a day off is scheduled.

J-7

The parties agree to enter into discussion regarding Weekend Workers, Innovative Scheduling and/or Special Circumstance Scheduling as necessary in accordance with Article 13 of the Collective Agreement.

J-8

Lieu Time

Lieu time for accumulated overtime will be granted on a mutually agreeable day within forty-five (45) days after the accrual. Upon written request of the employee lieu time may accrue beyond the forty-five (45) day limit. When accumulation of thirty-seven and a half (37.5) hours is reached, the employee is required to make arrangements to take some or all of the accumulated time, unless mutually agreed otherwise. All lieu time will be paid within the fiscal year during which it has been accumulated. It is understood that scheduling of vacation time or paid holidays take precedence over lieu time for accumulated overtime.

J-9

Stand-by Scheduling

- (a) The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on any unit and/or any significant changes in unit standby scheduling practices.

- (b) Staff shall put their preference for standby shifts in writing two weeks (14 days) prior to the date the schedule is to be posted. If there is no indication of preferred dates, the shifts will be assigned equitably.
- (c) Standby shifts will be reflected on the posted schedule.
- (d) The Hospital shall endeavour to equitably distribute standby duty, including paid holidays and long weekends, on a rotating basis.
- (e) When a nurse is called in from standby the hospital will not require the nurse to return to regular duties without at least eight (8) hours of time off. Where such time off extends into the nurse's next regular scheduled shift she or he will maintain his or her regular earning, seniority and service for that full shift.
- (f) The maximum number of shifts and stand-by that a Nurse can work and not attract premium payment is three (3) twelve (12) hour shifts consecutively, unless mutually agreed.
- (g) A full-time employee will be scheduled for standby in conjunction with a scheduled work shift. Scheduling of standby on a scheduled day off is only permitted when mutually agreed between the employee and HHHS.
- (h) When a full-time or part-time employee is scheduled for standby on a weekend, she/he is considered to be "working" the weekend for the purposes of consecutive weekend entitlement.
- (i) A night standby shift will not be scheduled to end less than 48 hours before a scheduled day shift unless otherwise agreed to by the employee. This does not apply to single, stand alone on-call shifts.
- (i) Unless otherwise agreed by the Union and Management, if an entire shift becomes available, only after all efforts to replace the shift at regular or as a whole shift at premium have been exhausted, may the shift be replaced with the employee on standby.

J-10

Master Rotations

- (a) The Bargaining Unit President will be provided with a copy of current master rotations no later than the last Wednesday of January in each year.
- (b) Master rotations will not be altered without the written agreement of the Union and Management. Requests to amend current master rotations will be submitted to the Bargaining Unit and Management not less than forty-two (42) days prior to the scheduled posting of any master rotation schedule. The master rotation schedule will remain unchanged until such time as the parties have reviewed the requested changes and an agreement has been reached. Such agreement shall not be unreasonably withheld.
- (c) Where a master rotation schedule is changed pursuant to the above, individual schedule rotations will be awarded on the basis of seniority. Where the master rotation contains a job sharing arrangement, the

seniority of the two regular part-time employees sharing the full-time position will be added together and divided by 2 to determine the seniority to be used for the awarding of the rotations.

- (d) Individual lines on a master rotation shall not be changed without prior discussion between the employee affected and her or his Manager. Where an employee has communicated a concern to her or his Manager about a schedule and the Union requests a copy of the applicable schedule, the Manager shall provide a copy to the Union.
- (e) Where a unit has a master rotation and a full time line becomes vacant, requests may be submitted in writing for consideration of transferring to the vacant line in the rotation. Considering appropriate skills, ability, experience and qualifications of registered employees, the transfer may be granted to a full-time employee on the affected unit prior to filling the vacancy. Where skill, ability, experience and qualifications are relatively equal amongst interested nurses, seniority shall govern.

J-11 Innovative Schedules

ONA Nurses or Managers wishing to initiate Innovative Scheduling as per Article 13.03 of the Central Agreement will abide by the following:

- a) The initiating party will provide a written request to the Manager and the Bargaining Unit President. If a Manager wishes to present a proposal for Innovative scheduling she shall first discuss it with the Bargaining Unit President.
- b) A meeting will take place between the Bargaining Unit President, the Manager and the designated representative of the area requesting Innovative Scheduling.
- c) Discussion will include the type of Innovative Unit Scheduling requested, any necessary Central Hospital Agreement issues needing to be addressed, voting protocol if necessary, trial periods and any other relevant issues. All parameters related to the introduction, discontinuation, voting process, trial periods and scheduling will be agreed upon in writing prior to implementation.
- d) All scheduled will be established by mutual agreement between the Union and the Hospital.

**ARTICLE K - PRE-PAID LEAVE PLAN**

K-1 In accordance with Article 11.11 (c), no more than one (1) nurse may be absent at any given time.

**ARTICLE L - MODIFIED WORK**

L-1 When it has been medically determined that an employee is unable to return to full duties of her position due to a disability, the Hospital will notify and meet with a

member of the Local Ontario Nurses' Association Executive to discuss the circumstances surrounding the employee's return to suitable work.

L-2 The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

L-3 The Hospital and the Union recognize the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating employees who have been ill, injured or permanently disabled, to enable their early and safe return to work. The parties will undertake to provide safe and meaningful employment for both permanently or temporarily disabled employees.

The Hospital will notify the Bargaining Unit President with the names of all employees who go off work due to a work related injury and unpaid leave of absence of greater than thirty (30) days.

L-4 When it has been medically determined that an employee is ready to return to work the Hospital and the Union will meet with the affected employee and the Manager to create and recommend a return to work plan.

#### **ARTICLE M - ORIENTATION/EDUCATION**

M-1 At least fifty percent (50%) of orientation must be completed before new employees can be called to cover a shift unless mutually agreed to by the employee and the employer.

M-2 (a) An orientation and in-service program will be provided to all employees; these programs shall be reviewed and discussed from time to time by members of the Association-Management Committee.

(b) When a new nurse is being oriented to the Hospital, the Hospital agrees to orient her on all shifts.

(c) A newly employed employee shall not be placed in charge, or do ambulance transfers until she has been fully oriented to the Hospital and completed fifty percent (50%) of her orientation shifts or mutually agreed to by the employee and employer.

(d) The following minimums shall be observed in the orientation/familiarization of a newly-hired employee:

i) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the Employer, and the daily routine of employees in the Hospital.

ii) The period of orientation/familiarization shall be for a minimum of five (5) shifts for Long Term Care and six (6) shifts for Acute Care or such greater period that the Employer and employee deems necessary, based on employee needs.

iii) She shall be an additional employee to the usual staffing pattern.

- iv) The employee or employees involved in the orientation/familiarization will confirm that it has been completed, and this will be noted on the newly-hired employee's personal file, which will be reviewed with such employee, and the employee shall also be able to comment.

## **ARTICLE N – MISCELLANEOUS**

### **N-1            Secondments**

The parties agree to determine the terms and conditions of a secondment arrangement at the Hospital – Association Committee as required. The terms of any agreement reached are subject to the approval of the local, the Labour Relations Officer and the Employer.

### **N-2            Uniform Allowance**

Employees will be permitted to purchase their own uniforms, the same to be of uniform style. Full-time employees shall receive a uniform allowance of up to one hundred and thirty-five dollars (\$135.00) per year. Part-time employees shall receive a uniform allowance of up to one hundred and five dollars (\$105.00) per year. The employee will be reimbursed up to the maximum allowance stated above, upon provision of original receipts by March 1<sup>st</sup> from the twelve (12) months prior, from the purchase of uniforms. The uniform allowance will be paid on April 1<sup>st</sup> of each year.

If by April 1<sup>st</sup>, an employee has not completed his/her probationary period, he/she will be given the uniform allowance upon completion of his/her probationary period. At that time, the employee will be reimbursed up to the maximum allowance stated above, upon provision of original receipts from the twelve (12) months prior, from the purchase of uniforms.

### **N-3            Notification to Unsuccessful Job Applicants**

The parties agree that any unsuccessful candidate interviewed for a ONA job posting will be notified within two (2) weeks of the decision being made and prior to the posting of the name of the successful candidate.

**N-4**            HHHS will continue to afford an opportunity for nurses to request to work evenings or nights specifically. It is understood that such arrangements are not regarded as permanent. Should one of the parties (Hospital or Nurse) wish to discontinue such arrangement, notice will be given in writing to the specific Nurse Manager, or Nurse, with a copy provided to the Local Union. A meeting will take place between the parties to discuss the request, any subsequent changes to the schedule and the effects on other nurse's schedules.

It is understood that a nurse who works nights or evenings specifically may be scheduled to work up to twenty (20) day shifts per year for purposes of instruction and evaluation.

Such scheduling will be by mutual agreement of the Nurse Manager and Nurse.

**ARTICLE O - BENEFITS**

O-1 Voluntary Part-Time Benefits – Process for payment

- (a) The Employer agrees to provide permanent regular part-time nurses with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17 (extended health care, dental plan, semi-private). It is understood and agreed that the part-time nurses who participate will assume the full cost of the monthly premiums.
- (b) Any part-time nurse who wishes to participate will provide full payment of the benefit premiums through payroll deductions.
- (c) The Employer will notify the Union each time the benefit costs are renegotiated by the Employer.
- (d) Such nurses may elect to opt in or out of the plans on an annual basis.

O-2 Retiree Benefits – Process for payment

- (a) Any bargaining unit nurse who retires and wishes to participate in the benefits plans as outlined in Article 17.01(h) will be invoiced in advance on a quarterly basis for one hundred percent (100%) of the premium payment.
- (b) The Employer will notify the Union each time the benefit costs are renegotiated by the Employer.

**ARTICLE P- MENTORSHIP OPPORTUNITY**

P-1 The hospital will provide notice to the Bargaining Unit President of all nurses who are involved in a mentorship plan.

Nurses interested in becoming a mentor in formal mentoring arrangements may indicate their interest in writing to their Nurse Manager.

**ARTICLE Q – JOB SHARING**

- Q-1 (a) Job sharing requests with regards 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 request to 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) If one (1) of the job sharers leaves the arrangement her position will be posted. If there is no successful applicant to the position, the shared position will revert to a full-time position. The remaining nurse will have the option of continuing in the full-time position. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.
- (d) 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.
- (e) Total hours worked by two (2) job sharers shall be equal to one (1) full-time position. The schedule will be determined by the Hospital with consultation between the two (2) nurses and the Hospital. Job sharers shall be utilized to work additional tours outside of the tours of the full-time position in accordance with the scheduling method described in Article J - 1 (a).
- (f) In consultation with the Hospital, each job sharer may request an exchange of shifts with her partner as well as with other nurses in accordance with the Collective Agreement.
- (g) Illness, Vacation, Leaves of Absence:  
  
As much as possible, both job sharers will cover the other's incidental illness, vacation and leaves of absence (e.g. pregnancy or parental leave). Otherwise the Director or designate must be notified to book alternate coverage.
- (h) Discontinuation  
  
Either party to the Collective Agreement 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.

## **ARTICLE R – VIOLENCE IN THE WORKPLACE**

### R-01 (a) Definition of Violence

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 s/he or another person is at risk of and/or psychological trauma/harm/injury/illness. The Employer agrees that such incidents will not be condoned and any employee who knows of violence or potential violence shall report this to a supervisor who will make every reasonable effort to rectify the situation.



(b) Notification to the Union

The employer will provide the Local Union a copy of the Bargaining Unit member's Employee Incident Report for all incidents related to violence within four (4) business days.

(c) Violence Policies, Measure and Procedures

The Employer agrees to develop, maintain, implement and ensure compliance with formalized policies and procedures updated and amended in consultation with the Joint Health and Safety Committee to deal with workplace violence. These policies and procedures shall be communicated to all employees and supervisors.

(d) Support and Counselling

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

(e) Training

The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated annually.

(f) Function of Joint Health and Safety Committee

The Employer will report all incidents of violence to the Joint Health and Safety Committee (JHSC) for review

(g) The Employer shall reimburse an employee for reasonable damages to eye glasses, prosthetics, hearing aids, watches or clothes occurring as a result of resident/patient action to the lesser of the cost of repair or replacement, with proof of receipt, provided that the appropriate incident reports are completed and verified subject to the amount maximum coverage of the benefit plan entitlement.

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**SIGNING PAGE**

Dated at Haliburton, Ontario, this 30 day of January, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Carolyn Plummer"

"Lisa Turner"

Labour Relations Officer

"Michelle Douglas"

"Darcy Burke"

"April DeCarlo"

"Melanie Flood"

"Jaime Simms"

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**LETTER OF UNDERSTANDING**

Between:

**HALIBURTON HIGHLANDS HEALTH SERVICES**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Shift Start and End time - Hyland Crest

WHEREAS the Employer and the Nurses sought to adjust the normal shift start and end times for Nurses in the Hyland Crest LTC Unit to better co-ordinate shift changes with staff in other Bargaining Units for improved resident care;

THEREFORE, the Parties agree to the following terms for Nurses scheduled on the Long Term Care Unit at Hyland Crest, without prejudice or precedence:

1. Notwithstanding Article J-4 i) of the Local provisions, the shift start and end times for Nurses shall be:
  - Day Shift                      0630 hours to 1830 hours
  - Night Shift                    1830 hours to 0630 hours
2. Shift Premiums referred to in Article 14.10 of the Central Provisions shall be applied in accordance with the above noted shift times.
3. Either party may discontinue this agreement with 60 days written notice to the other party.

Dated at Haliburton, Ontario, this 30 day of January, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Carolyn Plummer"

"Lisa Turner"

Labour Relations Officer

"Michelle Douglas"

"Darcy Burke"

"April DeCarlo"

"Melanie Flood"

"Jaime Simms"

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