

**LOCAL ISSUES**

Between:

**HEALTH SCIENCES NORTH/HORIZON SANTÉ-NORD (HSN)**  
(Hereinafter referred to as the "Employer")

And:

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

**EXPIRY DATE: MARCH 31, 2018**

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**APPENDIX 3****SALARY SCHEDULE – FULL-TIME AND PART-TIME****REGISTERED NURSE****Classification - Registered Nurse**

	<b>Effective <u>April 1, 2016</u></b>	<b>Effective <u>April 1, 2017</u></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

**ONA – NURSE TECHNICIAN**

	<b>Effective <u>April 1, 2016</u></b>	<b>Effective <u>April 1, 2017</u></b>
Start	32.87	33.66
1 Year	33.35	33.82
2 Years	33.87	34.34
3 Years	35.50	36.00
4 Years	37.13	37.65
5 Years	39.22	39.77
6 Years	41.25	41.83
7 Years	43.33	43.94
8 Years	46.45	47.10
25 Years	47.27	47.93

The Nurse Technician classification was eliminated effective May 26, 2004. All current incumbents within this classification will be considered “grandfathered” in this classification until the incumbent either posts into another position in the organization or leaves the employ of the Hospital. The Hospital will provide the Union with a list of names of affected employees.

For Clarity: All central provisions/changes in wage rate or lump sum payments etc. apply to this “grandfathered” classification. See Letter of Understanding in the collective agreement entitled “Nurse Technician Premium – ICU CVT and Cardiac Medical Unit” regarding premium pay for Intra-aortic balloon pump assignments.

This Letter of Understanding will be attached to and become part of the Collective Agreement and replace all previous Letters of Understanding.

**APPENDIX 3****SALARY SCHEDULE – FULL-TIME AND PART-TIME****CLINICAL LEADER**

	<b><u>Effective April 1, 2016</u></b>	<b><u>Effective April 1, 2017</u></b>
Start	32.70	33.49
1 Year	33.20	33.66
2 Years	33.75	34.22
3 Years	35.40	35.90
4 Years	37.08	37.60
5 Years	39.16	39.71
6 Years	41.26	41.84
7 Years	43.38	43.99
8 Years	46.46	47.11
25 Years	47.28	47.94

**ONA – NURSE CLINICIAN  
ENTEROSTOMAL THERAPIST AND INFECTION CONTROL**

	<b><u>Effective April 1, 2016</u></b>	<b><u>Effective April 1, 2017</u></b>
Start	33.96	34.78
1 Year	34.47	34.95
2 Years	35.03	35.52
3 Years	36.76	37.27
4 Years	38.51	39.05
5 Years	40.68	41.25
6 Years	42.84	43.44
7 Years	45.05	45.68
8 Years	48.25	48.93
25 Years	49.11	49.80

**APPENDIX 3****SALARY SCHEDULE – FULL-TIME AND PART-TIME****NURSE PRACTITIONER**

	<b><u>Effective April 1, 2016</u></b>	<b><u>Effective April 1, 2017</u></b>
Start	47.80	48.47
1 Year	49.84	50.54
2 Years	51.90	52.63
3 Years	54.89	55.66
8 Years	55.01	55.78
25 years	55.69	56.47

**ONA – REGISTERED NURSE FIRST ASSIST**

	<b><u>Effective April 1, 2016</u></b>	<b><u>Effective April 1, 2017</u></b>
Start	36.16	37.03
1 Year	36.70	37.21
2 Years	37.31	37.83
3 Years	39.13	39.68
4 Years	41.00	41.57
5 Years	43.31	43.92
6 Years	45.62	46.26
7 Years	47.98	48.65
8 Years	51.39	52.11
25 Years	52.27	53.00

ONA – CLINICAL NURSE SPECIALIST

	<b><u>Effective April 1, 2016</u></b>	<b><u>Effective April 1, 2017</u></b>
Start	36.16	37.03
1 Year	36.70	37.21
2 Years	37.31	37.83
3 Years	39.13	39.68
4 Years	41.00	41.57
5 Years	43.31	43.92
6 Years	45.62	46.26
7 Years	47.98	48.65
8 Years	51.39	52.11
25 Years	52.27	53.00

**APPENDIX 4**

**SUPERIOR BENEFITS**

**SPECIAL PREPARATION BONUS**

These allowances shall be paid only when in the judgment of the Hospital, the position of the employee requires the educational qualifications set out below:

- (a) Successful completion of a course in Nursing Unit Administration (CHA/CNA) or six (6) months Post Graduate Course - \$15.00/month.
- (b) Baccalaureate Degree - \$55.00/month.
- (c) Master Degree - \$100.00/month.



## **APPENDIX 5**

### **LOCAL ISSUES**

#### **ARTICLE A - RECOGNITION**

A-1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all lay, Registered, and nurses with a temporary certificate employed by the Health Sciences North/Horizon Santé-Nord (HSN) engaged in a nursing capacity save and except Manager, Health Nurse, Discharge Planner, and persons above the rank of Manager.

For the purposes of clarity, the parties agree the persons employed at the St. Joseph's Health Centre, Laurentian Site, and Memorial Site in positions excluded from the respective bargaining units as of December 17, 1997 remain excluded from the bargaining unit.

A-2 Supervisor or Immediate Supervisor, when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

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

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

- (a) maintain order, discipline and efficiency
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend, or otherwise discipline nurses, provided that a claim of discharge, suspension or other discipline without just cause may be subject of a grievance and dealt with as hereinafter provided
- (c) determine, in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service
- (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment therewith
- (e) make and enforce, and alter from time to time, reasonable rules and regulations to be observed by the nurses not inconsistent with the provisions of this Agreement. The Employer will notify the Union as per Article 18.06 of these rules and regulations prior to implementation.

B-2 It is agreed that the Hospital may exercise any of the rights, powers and functions or authorities which the Hospital had prior to the signing of this Agreement, except those rights, powers, functions, or authority which are abridged or modified by this Agreement and these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

**ARTICLE C - ASSOCIATION INTERVIEW**

- C-1 The interview referred to in Article 5.06 shall take place during the orientation period. The Hospital will advise the Association directly of the name and unit of any new member which has been hired.
- C-2 Wherever possible, the Hospital will provide the Union with seven (7) days notice of interview time and/or day.
- C-3 The Hospital will submit to the Union a list of names, addresses and telephone numbers of the nurses in the bargaining unit on April 1<sup>st</sup> and October 1<sup>st</sup> of each year.

**ARTICLE D - ASSOCIATION REPRESENTATION**

D-1 Negotiating Committee

The Negotiating Committee will be comprised of not more than six (6) nurses representing both full-time and part-time bargaining units. These numbers are exclusive of the Bargaining Unit President.

D-2 Nurses' Representatives

There will be no more than one (1) representative per nursing unit per site.

D-3 Transferred Nurses' Representatives

In the event that a nurse representative is transferred from one unit of representation to another area, such nurse shall cease to be recognized by the Hospital as the nurse representative of the unit from which she was transferred.

D-4 Grievance Committee

The Grievance Committee will consist of four (4) representatives. The Union will identify a representative who, if she attends grievance meetings on her day off, will receive pay at straight time or time in lieu where possible for hours spent in grievance meetings. Such hours are invisible for the purposes of determining premium.

D-5 Association Hospital Committee

The Association-Hospital Committee will be comprised of six (6) members. The Union members and the President will, if they attend meetings on their day off, receive pay at straight time or time in lieu where possible for hours spent in meetings. Such hours are invisible for the purposes of determining premium.

D-6 Professional Development Committee

- (a) A professional development committee (currently referred to as the Nursing Professional Practice Council) shall be established in accordance with Article 9.02 of the Central Collective Agreement between the parties.
- (b) The committee will be comprised of an equal number of Union and Hospital members.

- (c) The parties shall meet as often as the parties mutually agree is necessary but in any case no less often than quarterly.
- (d) If and when the Hospital establishes a Communities of Practice committee, the Union representatives of the professional development committee may participate in that committee.

D-7 Other Committees

In recognition of the valued contribution of Union participation on Hospital sanctioned committees, the Union and the Hospital may identify committees other than those above (under Article D). In the event the committee work occurs on a nurse's day off, the nurse will receive pay at straight time or time in lieu where possible, for hours spent in committee work. Such hours will be invisible for the purposes of determining premium.

**ARTICLE E - SENIORITY**

- E-1 Seniority accrual determination shall be as of March 31<sup>st</sup> and September 30<sup>th</sup> in each year.
- E-2
  - (a) Seniority lists referred to in Article 10.02 shall be posted within four (4) weeks of the dates listed in E-1. Seniority lists will be posted on the Hospital intranet system. Seniority lists will include area of assignments. Nurses shall have thirty (30) days to dispute the initial seniority list. A final list will be posted no later than four (4) weeks after the thirty (30) day deadline.
  - (b) Seniority changes will impact the next posted schedule following the final seniority list.
- E-3 For the purposes of short term or long term layoffs under Article 10 of the central collective agreement, a current seniority list will be produced.

**ARTICLE F - LEAVE OF ABSENCE - ASSOCIATION BUSINESS**

- F-1 Leave of Absence for Association Business referred to in Article 11.02 will be granted provided the number of nurses on such leave does not exceed one (1) from any nursing unit at any one time, unless otherwise mutually agreed. The total time of absence of all nurses granted under this clause shall not exceed an aggregate of three hundred (300) days in a calendar year. The Association will endeavour to give two (2) weeks advance notice of the leave. Where less than two (2) weeks notice is given, the Hospital will endeavour to grant the leave. In calculating the above three hundred (300) day aggregate leave, any time spent by a nurse who is a member of the Board of the Ontario Nurses' Association, in attending Board meetings, shall not be included. It is understood this exclusion shall be limited to one nurse in the Hospital.

A nurse who has a scheduled day off on a day that she is required to attend an Association function, will if she so requests, and where possible be granted an alternate day off without pay, providing she has given as much advance notice as

possible and no less than two (2) weeks' notice. The original scheduled day off will then be treated as a leave of absence for Association business under 11.02.

The Employer will pay the Grievance Chair or designate a total of seven and one half (7 ½) hours for the grievance meeting.

## **ARTICLE G - HOURS OF WORK**

G-1 A relief period, in accordance with the Central Collective Agreement, will be allowed during the first and second half of each shift.

G-2 There is no requirement to remain on the premises during the unpaid meal break. The Hospital is to arrange meal break coverage whenever possible. In the event that the nurse is required by the Hospital to remain on the premises she/he will be paid straight time for the unpaid portion of the shift. If required to stay on the unit the nurse will be paid in accordance with Article 14.03. The unpaid portion of an 11.25-hour shift is 45 minutes total and in a 7.5 hour shift is 30 minutes total.

G-3 Night shift is the first shift of the day and begins at 2330 hours or 1930 hours of the previous day.

### Shift Definitions

G-4 Day shift is defined as being when the majority of hours fall between 0730 and 1530 hours.

Evening shift is defined as being when the majority of hours fall between 1530 and 2330 hours.

Night shift is defined as being when the majority of hours fall between 2330 and 0730.

The noted definitions apply:

(a) when determining shift premium applications as set out in Article 14.10 of the central agreement and

(b) when determining the displacement of staff in accordance with Article 10.08 (a).

G-5 (a) Where full-time nurses are working seven (7) seven and one-half (7-1/2) hours, they will have a choice of days and evenings or days and nights.

(b) At least fifty percent (50%) of the full-time nurse's shifts shall be on the day shift when mathematically feasible.

(c) The Hospital will make efforts to ensure pre-scheduled day shifts are shared equally where practicable amongst part-time nurses on a unit.

(d) A nurse will be granted permanent evenings or night shifts upon request, where possible, at the Hospital's discretion.

G-6 Commitment – Part-Time

A regular part-time nurse must be available to work at least forty-five (45) hours per two (2) week pay period. When additional hours are available at the point of developing the schedule, nurses will be pre-booked for additional hours in accordance with Article H (Scheduling Regulations) unless they request otherwise. When additional hours are available following the posting of the schedule additional hours will be offered to all nurses in accordance with Article H (Scheduling Regulations) unless they request otherwise. Such requests must be submitted in writing by September 1<sup>st</sup> of each year and will cover a twelve (12) month period beginning on October 1<sup>st</sup>.

**ARTICLE H - SCHEDULING REGULATIONS – FULL-TIME AND PART-TIME**

Principles of Scheduling

- H-1 (a) Schedules will be posted four times per year, two (2) weeks in advance of the pay periods commencing with the first pay period of June, December, March and the second pay period of September.
- i) Any anticipated delay or change in the duration will be discussed in advance and agreed upon by the Union and the Manager of the unit.
  - ii) Units with scheduled closures may post for a lesser period of time which will be discussed in advance by the Union and the Manager of the unit.
  - iii) Units who cannot operationalize H-1 (a) will meet with the Union to review why they are unable to meet the scheduling requirements. Any revised agreement will ensure that the summer and Christmas windows are kept intact.
- (b) Master rotations will not be changed without discussion outlining the reasons and timeframes for the change between the Manager and the staff of the unit. The local Union representative may be present at this discussion. The Manager will notify the Bargaining Unit President of the meeting.
- If more than one (1) option is available, the schedules will be posted for two (2) weeks for voting purposes only. If more than one (1) option is available, full-time and regular part-time nurses will vote by secret ballot, to determine which schedule will be implemented. Of the nurses who vote, the option that receives the majority of the votes will be implemented.
- (c) Requests for specific days off are to be submitted, in writing, at least three (3) weeks in advance of posting. Such requests will not be unreasonably denied.
- H-2 (a) The Hospital agrees that it will not pre-schedule a nurse to work a requirement for more than seven (7) seven and one-half (7-1/2) hour consecutive shifts or three (3) consecutive 11.25 hour shifts or premium pay will apply.

- (b) A period of at least sixteen (16) consecutive hours will be scheduled off between shifts worked by the nurse to prevent short changes on seven and one-half (7-1/2) hour shifts and twelve (12) hours for 11.25 hour shifts or premium pay will apply.
- (c) A shift is defined as a day, evening or night in accordance with Article G - (Hours of Work). A short change, as per H (2) (b), does not apply if scheduling or offering a like shift regardless of the start time of the shifts.
- (d) When a nurse works twelve (12) hour shifts and must stay to work overtime and does not receive ten (10) hours off between the end of the overtime and the start of her next shift, she will receive premium pay for all hours worked on that next shift.
- (e) When a nurse works seven and one half (7.5) hour shifts and must stay to work overtime and does not receive fourteen (14) hours off between the end of the overtime and the start of her next shift, she will receive premium pay for all hours worked on that next shift.
- (f) There shall be no single days off prescheduled for full-time nurses unless mutually agreed.
- (g) A full-time nurse who normally rotates on shifts shall not be scheduled to work more than two (2) consecutive weeks on any one shift without her consent.
- (h) Full-time nurses may be considered for temporary full-time positions that are posted on the same basis as part-time nurses in accordance with Article 10.07 (d).

H-3 Hybrid Scheduling

The Hybrid Schedule must comply with the scheduling regulations for normal (7 ½ hours) and extended (11.25 hours) tour rotations for nurses' posted schedules as outlined in Article H of the Local Appendix of the collective agreement save to and except the following:

Employees will not be scheduled to work more than:

- i) three (3) extended tours (11.25), or
- ii) seven (7) normal (7 ½ hours) tours, or
- iii) four (4) tours of a combination or normal (7 ½) and extended tours not to exceed (37.5 hours)

Should an employee be prescheduled more than what is outlined above, she/he shall receive premium payment as per Article 14.03.

H-4 Weekend Work

(a) Definition of a Weekend

A weekend is defined as at least fifty-six (56) consecutive hours off. The

Hospital will endeavour to schedule the nurse on the day shift of the Friday prior to her weekend off. Whenever master rotations will allow, a sixty-four (64) hour weekend may be scheduled.

- (b) For full-time and part-time, six (6) weekends out of twelve (12) weekends shall be scheduled off for nurses working seven and one half (7 ½) hour shifts and every other weekend off for nurses working extended shifts.

H-5 Third Weekend Premium

A nurse will receive appropriate premium pay in accordance with Article 14.03 for all hours worked on a third and subsequent consecutive weekend, save and except where:

- (a) such weekend had been worked by a nurse to satisfy specific days off required by such nurse; or
- (b) such nurse has requested weekend work; or
- (c) such weekend is worked as in accordance with Article H-9.

H-6 Distribution of Part-time Hours BEFORE Posting of Schedule

- (a) The Hospital agrees to schedule regular part-time nurses on an equal basis up to the regular part-time commitment on the basis of seniority on the posted schedule for that unit.
- (b) Once all regular part-time nurses have been given the opportunity to work up to the regular part-time commitment, extra hours will then be offered to regular part-time nurses on the basis of seniority until the senior regular part-time nurse has the number of shifts she wishes or is in an overtime position. The remaining available shifts will be offered to the next senior regular part-time nurse in the same manner and so on.
- (c) Following (a) and (b) above and only after all regular part-time employees have been offered the work, additional shifts will be offered on the basis of seniority in the following order:
  - i) job sharers on the unit,
  - ii) casual RN's on the unit,
  - iii) and nurses in the unit's secondary pool.

H-7 Offering Extra Hours AFTER Posting of Schedule (Call-Ins)

- (a) Extra hours will be offered as soon as possible when they become available.
- (b) When full-time hours become available as identified in Article 10.07 (d) and those hours are expected to exceed 14 calendar days, that vacancy will be filled in accordance with Article 10.07 (d).
- (c) In offering extra hours, a notation is to be made on the schedules as to any attempts to reach a nurse at home, refusal, answering machines, etc.

A reasonable attempt is to be made to reach a nurse; however, if after a call is made to a primary and secondary number and the nurse is not available or not reached, depending on the urgency/time of day, etc., the next nurse is tried until the shift is covered.

- (d) If the Hospital should obtain the appropriate technology to support greater flexibility in offering shifts either party may give notice of desire to negotiate a new process.
- (e) Refusals, cancellations and sick calls will not count when additional hours are being offered.

H-8

Order of Offering Extra Hours AFTER schedule posted

- (a) After posting of the schedule, available hours will be offered subject to:
  - i) A nurse in a premium position may be skipped to offer the hours to a nurse, in the order set out below, who is not in a premium position.
  - ii) A fourth consecutive extended shift may be offered with no premium attached.
- (b) In the event that nurses are scheduled below commitment (45 hours), regular part-time nurses in a unit with the least number of hours in a pay period will be first offered additional hours. Should nurses have the same number of hours below commitment, seniority will be the determining factor.
- (c) Once all regular part-time nurses in the unit have been given the opportunity to work up to the regular part-time commitment, extra hours will then be offered to regular part-time nurses in the unit on the basis of seniority until the senior regular part-time nurse has the number of hours she wishes or is in an overtime position.
- (d) Once regular part-time nurses in the unit have been offered the number of hours he/she wishes or is in a premium position the remaining extra hours may be offered to:
  - i) job sharing nurses in the unit, in order of seniority;
  - ii) casual workers in the unit in order of seniority;
  - iii) the unit's secondary pool in order of seniority.
- (e) Offering Premium Hours

The parties agree with the condition that a nurse in an enhanced premium position may be skipped. A nurse in an "enhanced" premium position is a nurse who is in a position of potentially gaining more than a single premium shift.
- (f) Premium hours will be offered on the basis of seniority in the following manner:
  - i) regular part-time nurses on the unit (including part-time nurses in a temporary full-time position)



- ii) job-sharers on the unit
- iii) casual nurses on the unit
- iv) part-time nurses in the unit's secondary pool
- v) full-time nurses on the unit
- vi) full-time nurses in the unit's secondary pool

(g) Missed Shifts

Should a nurse be inadvertently missed on a call-in shift, he/she will be offered the next available shift that he/she is able to work.

(h) Definition of a Secondary Pool

A unit Manager may establish a secondary pool of nurses from outside the unit. To become part of the secondary pool of a unit a nurse must once a year submit a written request to the supervisor of the unit for approval. Approval will be subject to:

- i) The number of secondary nurses required (as determined by the supervisor).
- ii) Previous work experience on the unit (nurses not requiring orientation).
- iii) Availability.
- iv) Date of submission of renewal request shall be September 1<sup>st</sup>.
- v) All else being equal, based on seniority, approval will be on a first come first served basis.
- vi) A supervisor may discontinue the pool by giving the nurses, in the pool, 30 days notice.
- vii) Availability will be reviewed on a schedule by schedule basis. Nurses not available for shifts on a regular basis will be terminated from the pool.
- viii) A nurse may leave the pool by giving the supervisor thirty (30) days notice.

(i) Responsibilities of a Secondary Pool Registered Nurse

- i) The secondary pool nurse is responsible to notify the Manager or her designate on her Home Unit at the time of accepting a shift off of the unit. Written verification will be submitted to the Manager as soon as possible. Hours accepted by a nurse OUTSIDE of her home unit count on her home unit when additional hours are being offered.

- ii) The Secondary pool nurse is responsible for determining whether the extra hours will lead to premium pay, and for declaring such. If the nurse fails to declare she is in a premium situation and works the hours she will be paid straight time.
- iii) A unit nurse who is inadvertently missed for hours as a result of the foregoing will be offered the next available shift in accordance with Article g).

H-9

(a) Mutual Shift Exchange (MSE)

Mutual shift change (MSE) is defined as trading of an agreed upon number of hours between two (2) nurses after the schedule is posted.

- i) An MSE producing more than ten (10) consecutive days off during primetime will not ordinarily be approved.
- ii) MSE hours worked in a pay period count, in the total hours worked, when additional shifts are offered.
- iii) MSE hours worked in the pay period count towards premium pay only if the Hospital offers the nurse an additional shift and the total hours worked exceed seventy-five (75) hours.
- iv) MSE hours will not lead to premium pay either in or outside the pay period in which the exchanged shift is worked.
- v) The Manager or designate will respond to requests for MSE under this Article within two (2) full business days.

(b) Leave of Absence (LOA)

Leave of Absence (LOA) is defined as a request for time off without pay.

An LOA will count when additional hours are being offered.

An LOA will not count towards overtime entitlement.

(c) Vacation (VAC)

Vacation (VAC) is defined as an earned benefit & considered to be paid time off for both full- and part-time nurses for the purpose of requesting time off.

VAC will not count towards overtime entitlement for regular part-time nurses.

VAC, whether or not it is prescheduled, will count when additional hours are being offered.

A VAC week for part-time nurses will be taken in week blocks and will count as 22.5 hours for scheduling purposes.

(d) Time-in-Lieu (TIL)

- i) TIL is defined as earned time banked by the nurse.
- ii) TIL does not count towards overtime entitlement for part-time nurses.
- iii) TIL will not count when offering additional hours.
- iv) A nurse may accumulate TIL hours for overtime, committee business as defined in Article D-4 and D-5 or other provisions as set out in the central collective agreement. Such time should be scheduled off at a time mutually agreeable between the Hospital and the Nurse.
- v) The Hospital shall revert to payment under either of the following two conditions:
  - A) when the TIL bank exceeds 37.5 hours or
  - B) the hours banked prior to February 1<sup>st</sup> will be paid out March 31<sup>st</sup> each year
- vi) Thirty seven and one half (37.5) hours will remain in the TIL Banks at the time a nurse transfers between units. The remaining TIL will be paid out.
- vii) On units on which there are anticipated closures, the nurse will be able to bank hours consistent with the duration of the individual unit closure. At the completion of the unit closure, any banked time remaining in the TIL bank shall be scheduled off and/or paid out within thirty (30) days.

(e) Requesting and Replacing for a Schedule Change

Responsibility for covering and approving time off is as follows:

- i) A nurse may arrange to exchange a shift with another nurse and submit the MSE to the supervisor for approval.
- ii) A nurse Manager or her designate will arrange to cover approved LOAs, VAC and TIL. The Manager may deny such requests based on the operational needs of the organization, and in so doing, will provide the nurse with reasons for the denial. Special circumstances will be given consideration.
- iii) The Manager will respond to requests for time off under this Article within two (2) full business days.
- iv) If more than one nurse requests time off for particular hours, and the hours are available, time off will be granted in the following order:
  - A) VAC on a first come first served basis.

- B) TIL on a first come first served basis.
- C) LOA on a first come first served basis.

H-10

SATELLITE SCHEDULING - NEPHROLOGY

- (a) A “satellite” is defined as a dialysis unit managed by the Hospital (regional centre) but located in another facility.
- (b) A “cluster” is defined as a grouping of satellites as follows:
  - i) Kapuskasing, Kirkland Lake & New Liskeard;
  - ii) Elliot Lake & Manitoulin;
  - iii) Parry Sound and Sudbury.
- (c) Shift schedules for Nephrology Satellites shall be posted two (2) weeks in advance and shall cover an eight (8) week period.
- (d) For satellite scheduling, the Manager may establish a secondary pool of nephrology nurses from nurses who work at other satellites. A nurse may submit a written request to the Manager of the unit for approval. Approval will be subject to:
  - i) The number of secondary part-time nurses required (as determined by the unit supervisor).
  - ii) Availability.
  - iii) Date of submission of request.
  - iv) All else being equal, approval will be on a first come first served basis.
  - v) A supervisor may discontinue the pool by giving the nurses in the pool thirty (30) days notice.
  - vi) Availability will be reviewed on a regular basis. Nurses not available for shifts on a regular basis will be terminated from the pool.
  - vii) A nurse may leave the pool by giving the supervisor thirty (30) days notice.
- (e) When nurses in a satellite are unable to cover the work of the satellite, hours will be distributed by seniority to nurses in the secondary pool for the satellite. The secondary pool nurse is responsible for her own travel between satellites.
- (f) When no satellite nurses and no secondary pool nurses are available for work in a satellite, the regional centre may send a nurse, by seniority,

from the satellite cluster. The travel between satellites will be paid by the Hospital.

- (g) When no satellite nurses and no secondary pool nurses and no cluster nurses are available for work in a satellite, the regional centre may send a nurse who volunteers, by seniority, from regional centre. Travel between the centre and the satellite will be paid by the Hospital.
- (h) When no satellite nurses are available for work in a satellite, the Hospital reserves the right to select the most cost effective solution, including patient travel.

H-11

#### CHRISTMAS/NEW YEARS TIME OFF

- (a) The scheduling regulations will not operate for pre-scheduling purposes during the predefined four (4) week window during which Christmas and New Year's fall. The Hospital in consultation with the Union will choose the four (4) week window. Following posting, the schedule regulations will apply when additional shifts are offered.
- (b) When pre-scheduling, the Hospital will ensure that nurses working twelve (12) hour shifts will not be scheduled for more than six (6) out of twelve (12) weekends. Nurses working eight (8) hour shifts will not be scheduled for more than seven (7) out of twelve (12) weekends. Managers will not book nurses for more than three (3) consecutive weekends in a row during the course of the schedule.
- (c) Christmas schedules shall be posted by November 15th.
- (d) A nurse shall be scheduled off duty at least five (5) days at either Christmas or New Year's unless the nurse requests otherwise and the Hospital agrees. For the purpose of this Article the five (5) days shall be consecutive.
- (e) Time off at Christmas shall include from 1930 December 23<sup>rd</sup> until 1930 December 26<sup>th</sup>, and where possible to 0730 December 27<sup>th</sup>.  
  
Time off at New Year's shall include from 1930 December 30<sup>th</sup> to 0730 January 2<sup>nd</sup>.
- (f) The Hospital will endeavour to alternate staff having Christmas or New Year's time off each year.

H-12

#### Standby

- (a) The Hospital will notify the Bargaining Unit President or designate prior to initiating standby assignments on any unit.
- (b) Standby assignments shall be posted at the same time as the shifts of duty schedules. Nurses may be permitted to exchange their standby assignments. The Manager or designate may deny such requests based on the operational needs of the organization.
- (c) The Hospital will endeavour to equitably distribute standby amongst full and part-time nurses.

- (d) Standby duty for paid holidays and long weekends shall be equitably distributed on a rotating basis.
- (e) A full-time employee will not be scheduled for standby on a scheduled day off or scheduled on a weekend off. It is understood that in areas where there is an insufficient number of part-time nurses, the Manager will meet with the Union and the unit to develop alternative means of providing standby coverage, such as consideration for establishing a secondary pool of qualified part-time nurses for standby coverage, or increasing the part-time pool, or allowing full-time nurses to volunteer. The unavailability of a Union representative shall not delay any meeting.
- (f) No standby will be scheduled on the weekend prior to vacation.
- (g) Nurses scheduled for standby shall be provided with an appropriate communication device as determined by the Hospital.
- (h) Standby schedules will not be changed without consultation with the employee whose schedule is being changed.
- (i) A nurse who is called into work from standby or must stay and works a minimum of four (4) hours and works beyond 2400 hours will be permitted to leave, without loss of earnings, until he/she has eight (8) hours off between the end of the overtime assignment and the commencement of work on his/her regularly scheduled shift. If a nurse on standby is called into work she/he will be able to leave the Hospital at the commencing of the day shift once a nurse who is qualified to do the work arrives regardless of the time of the call back.
- (j) Where Article H-2 is triggered premium pay shall not apply to the "leave" hours referred to above.
- (k)
  - i) The Hospital will compensate a nurse on-call by crediting the nurse with time off in lieu at time and one-half (1 ½) for all time spent on the phone to resolve the problem.
  - ii) The nurse will record all call-time. He/she will take time in lieu as outlined above within one (1) month of the last day of the on-call cycle. This time off will be at a mutually agreed time. If the nurse is unable to take the time off it may be paid out, or an extension of time granted.
  - iii) In any situation which a nurse decides to access the patient's chart, the nurse will be paid at time and one-half (1 ½) or time and one half (1 ½) in lieu for actual time spent in the Hospital.
- (l) Mileage/transportation will be paid in accordance with the ONA central collective Agreement Article 14.13.

H-13

Introduction and Discontinuation of Extended Shifts

- (a) Extended shifts shall be introduced into any unit when sixty percent (60%) of the nurses in the unit who vote so indicate by secret ballot.

- (b) Extended shifts may be discontinued in any unit:
  - i) when sixty percent (60%) of the full-time and regular part-time nurses in the unit who vote so indicate by secret ballot;
  - ii) the Hospital because of:
    - 1. adverse effects on patient care,
    - 2. inability to provide a workable staffing schedule,
    - 3. where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary states its intention to discontinue the compressed work week in the schedule.
- (c) When 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 compressed work week will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

H-14

Self Scheduling

Self scheduling will be introduced in a unit when sixty percent (60%) of the nursing staff who vote indicate by secret ballot their willingness to participate in self scheduling on a test basis.

The test shall run for a six-month period after which the nursing participants will indicate by a sixty percent (60%) vote by secret ballot their willingness to continue with the agreement of the Manager.

Registered nurses participating in self-scheduling shall be responsible for scheduling their paid holidays and lieu days in accordance with the guidelines.

The Manager shall review and approve the self-scheduling schedules to assure that adequate nursing coverage is maintained. Such approval shall not be unreasonably withheld.

Cancellation of the self scheduling by either HSN or the Ontario Nurses' Association shall be with ten (10) to twelve (12) weeks written notice to the other.

\*The Collective Agreements shall apply in all respects.

H-15

Short Shifts

Where the Hospital needs to schedule less than seven and one half (7 ½) hours the Hospital shall:

- (a) schedule these shifts equally;

- (b) grant a paid rest period;
- (c) not schedule part-time nurses to solely work less than seven and one half (7 ½) / eleven and one quarter (11 ¼) hours;
- (d) notify the nurse immediately if the shift is expected to become (7 ½) / eleven and one quarter (11 ¼) hours; and,
- (e) ensure that all provisions of the Collective Agreement apply should the shift become seven and one half (7 ½) hours or more.

H-16

Cancellation

- (a) If it becomes necessary to cancel like shifts on any unit, the least senior nurse shall be the one to be cancelled, regardless of the start time of her shift. Cancellation provisions are separate for full and part-time nurses.
- (b) As a result of (a) above, it may be necessary to alter the shift start time of one of the other scheduled nurses.
- (c) If this results in a period of less than sixteen (16) hours between day shifts for any nurse affected by this change, premium pay shall not apply.
- (d) It is understood that a part-time nurse may only “bump” another part-time nurse. A full-time nurse may only “bump” another full-time nurse.

**ARTICLE I – JOB POSTING**

I-1

Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for a job posting will be notified within two (2) weeks of the decision being made, and provided with reason for not being the successful candidate, prior to the posting of the name of the successful candidate.

**ARTICLE J - PAID HOLIDAYS**

J-1

The Hospital recognizes the following designated paid holidays for all nurses:

- |                              |                         |
|------------------------------|-------------------------|
| New Year’s Day (Jan. 1)      | Canada Day (July 1)     |
| Family Day                   | Civic Holiday           |
| Good Friday                  | Labour Day              |
| Easter Monday                | Thanksgiving Day        |
| Friday prior to Victoria Day | Christmas Day (Dec. 25) |
| Victoria Day                 | Boxing Day (Dec 26)     |

J-2

Full-time nurses are entitled to 90 hours of paid holiday time per year. Paid holiday hours may or may not be incorporated into the master schedule.

J-3

Where the nurse is entitled to a lieu day, such day off must be taken within six (6) weeks of the date on which the holiday was observed, to be taken on a day



arranged between the nurse and her immediate supervisor or payment shall be made in accordance with the Central Collective Agreement.

On units on which a closure is anticipated, an extension of the six (6) week period may be agreed upon between the nurse and the Hospital.

Weekend workers will be entitled to keep a maximum of ninety (90) hours for income replacement.

J-4 A holiday shall be deemed to begin at 2400 of the preceding day and to end at 2400 on the day on which it is observed.

J-5 Part-time Only

When possible, it is also understood that a nurse required to work a paid holiday attached to a weekend will also be scheduled to work the weekend and vice versa.

This applies to those nurses working both seven and one half (7 ½) hour and eleven and one quarter (11 ¼) hour shifts.

**ARTICLE K - VACATION**

K-1 The date for determining vacation entitlement for full-time nurses will be their service date. Nurses will begin accruing at their next entitlement level on their service date.

Full-time nurses will have access to the total number of vacation hours in their accrual banks. They will not be eligible to carry more than two (2) years of entitlement in their vacation banks at any time. A Nurse who has more than a two (2) year entitlement will be given notice that she will be scheduled off work or in extenuating circumstances have the additional entitlement hours paid out.

K-2 Nurses entitled to four (4) weeks vacation total, will have the opportunity to take up to three (3) weeks of vacation in a total calendar year in prime time, (as defined in Article K-7) based on seniority *and* the fourth week at a time acceptable to the Hospital. The three weeks may be taken consecutively if available.

K-3 Nurses who are entitled to more than four (4) weeks' vacation total, will have the opportunity to take up to four (4) weeks in a total calendar year in prime time, (as defined in Article K-7) based on seniority and the remaining weeks at a time acceptable to the Hospital. The four (4) weeks may be taken consecutively if available.

K-4 (a) Vacation request calendar shall be posted in conjunction with the master schedule as identified in Article H.

(b) The vacation calendar shall be filled fourteen (14) calendar days following posting of the master schedule.

(c) Approval for vacation shall be given within seven (7) calendar days following (b) above. Managers will use the amount of vacation in the

nurse's bank at the time of approval to determine whether to grant or deny vacation.

- (d) Vacation requests will be granted on the basis of seniority. Once the vacation request calendar is approved and posted a nurse may apply on a first come first served basis for vacation not yet approved. These requests will be kept by the Manager and the nurse will be notified in writing of the approval or denial two (2) weeks prior to the posting of the work schedule. If more than one request for the same period of vacation comes in on the same day then vacation will be granted on the basis of seniority.

A nurse may request vacation after the work schedule has been posted on a first come first served basis. If more than one request for the same period of vacation comes in on the same day then vacation will be granted on the basis of seniority. Written response will be given in two (2) business days.

- (e) Vacation may be requested at any time during the year.
- (f) Part-time vacation pay will be issued when nurses request up to twice a year. The payout for vacation(s) may consist of a partial or portion of the amount accumulated in the nurses vacation bank. A written request must be submitted directly to payroll and payout will be received within twenty-one (21) days. If vacation payment has not been requested, vacation payout will be provided in the last pay of November in each calendar year by separate cheque.
- (g) It is understood and agreed that the Hospital will grant to nurses, in accordance with seniority, preference in selecting their vacation period. The Hospital reserves the right to grant or deny vacation within the aforementioned notice period. Requests will not be unreasonably denied.

K-5 A vacation period is defined as a single day, consecutive days, or consecutive weeks during the entire year (please see Article H9(c)). Where operationally feasible, during prime time single days may be granted without counting as part of the vacation quota. Vacation quotas on a unit will not be unreasonably restrictive. Vacation quotas will be posted on the vacation request calendar when it is posted. Quotas for vacation for full-time and part-time will be separate. When job-sharers cover for each others vacation they shall not form part of any vacation quota.

K-6 Prime time is defined as:  
  
March Break  
June 15 to September 15  
Christmas – December 15 – January 8 (for purpose of vacation approval)

K-7 Accumulated vacation hours and/or pay will be indicated on each pay stub.

K-8 Vacation Cancellation

It is understood and agreed by the parties that the Nursing Unit Managers are under no obligation to grant the cancellation of the scheduled vacation once a rotation is posted, except otherwise provided in the Collective Agreement.

Should a part-time nurse request her vacation be cancelled and the request is approved, she will be entitled only to the call-in hours for the duration of that rotation.

**ARTICLE L - BULLETIN BOARDS**

L-1 The Hospital shall provide space on bulletin boards at each site upon which the Association shall have the right to post notices of meetings and such notices as may be of interest to the nurses. The Association will inform the Hospital of the Nurse responsible for posting information on the Bulletin Board.

L-2 Job posting notices referred to in the Central Agreement will be posted electronically on the Hospital's intranet site.

L-3 If and when the Hospital should obtain the appropriate technology, the Hospital will provide access to that technology to disseminate the information in this Article.

**ARTICLE M - JOB SHARING**

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

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis. Once granted will be on a trial basis for three (3) months. Once the trial period is completed the full-time nurse cannot revert to her former position.
- (b) Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the nurses and the Manager of the Unit.
- (c) The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- (d) Each job sharer may exchange shifts with her partner(s) and with other nurses as provided by the Collective Agreement.
- (e) i) 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.

- ii) It is understood that only one (1) of the job sharers will work either Christmas or New Year's and the other job sharer will have time off or premium pay will apply.

Coverage

- (f) i) Both job sharers will be given the option to cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit Manager must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
- ii) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-time and Part-time Agreements:

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

Implementation

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

If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

Discontinuation

- (i) 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. It is also understood that the original position will revert to a full-time position.

M-2

In the event that a layoff is to occur within a unit, individuals in a job share arrangement will be considered the same status as the other part-time staff in the unit in terms of seniority and layoff. If any of the participants in the job share arrangement are laid off, the position will be dealt with under (i) above.

**ARTICLE N - PREPAID LEAVE**

N-1 The Hospital agrees to approve the application of full-time and part-time nurses annually for the prepaid leave plan in accordance with the conditions of the Central Agreement. At any given time, there will only be one full-time and one part-time nurse off per unit on the prepaid leave plan.

**ARTICLE O - MISCELLANEOUS**

O-1 The Hospital will continue the current practice of providing free of charge scrub gowns and/or lab coats in designated areas. These garments will not be worn to and from the Hospital.

O-2 The parties agree that the Hospital will provide at no cost two (2) working car batteries with cables and instructions for the nurses' use.

O-3 In the event of an error in excess of one hundred dollars (\$100.00) in a nurse's pay, on request from the nurse, the Hospital agrees to provide a make-up cheque to the nurse within two (2) business days following the verification of the error.

O-4 Booklets

The parties agree that this Collective Agreement shall be available in the French Language.

If there should be a discrepancy, conflict or difference in meaning between the English and French versions of this Collective Agreement the meaning of its English version shall govern.

O-5 Prior to any changes in the current parking rates to reflect changes in the costs of providing parking services, the proposed changes will be discussed at the Association-Hospital Committee. In the event the Hospital changes the rates, the Association has the right to grieve.

Designated parking spaces will be provided in close proximity to the Hospital for afternoon and night shift nurses at each site.

The Hospital will arrange parking accommodation for staff who identify themselves to the Hospital as having special medical needs.

O-6 All nurses hired prior to July 1<sup>st</sup>, 1975, will be paid a uniform allowance of \$3.50 per month. The Hospital will provide the Union with the names of the nurses in this category. (Applicable to Laurentian Site only.)

O-7 The Employer is responsible for renewing the SUB plan with E.I. immediately when changes are made and upon renewal of each Collective Agreement.

O-8 The President of the Local Association at the Hospital and where possible the Grievance Chair, will be assigned to day shift for the duration of her term in office unless otherwise mutually agreed. It is understood that such scheduling shall not interfere with the scheduling objectives of the Hospital and should not result in the Hospital incurring additional premium pay to any nurses affected.

- O-9 A nurse may ask for consideration in scheduling to allow her to pursue academic course(s) to further her education.
- O-10 The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form #7 at the same time as it is sent to the Board.
- O-11 Where the Hospital requires an employee to use their personal vehicle for Hospital business, the Hospital will reimburse the nurse 50% to a maximum of \$100.00 per year for any difference in insurance premium between the standard one million (\$1M) dollars of liability insurance and any additional liability insurance that may be required by the Hospital. Proof of coverage and additional premium cost must be provided.

**ARTICLE P - VIOLENCE IN THE WORKPLACE**

- P-1 (a) The Employer agrees that no form of abuse will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will make every reasonable effort to rectify the abusive situation.
- (b) The parties agree that if incidents involving aggressive patient action occur, such action will be recorded and reviewed at the Joint Health and Safety Committee. Reasonable steps will follow to address the legitimate health and safety concerns of employees.
- (c) The Employer shall notify the Union of any employees who have been assaulted while performing her or his work. Such information shall be provided to the Association in writing in accordance with legislative requirements. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.
- (d) When an employee, in the exercise of her or his functions, suffers damage to her or his personal belongings (clothing, watch, glasses, contact lenses or other prosthesis, etc.) the Employer shall provide for replacement or repair at no cost to the employee.
- (e) The Employer and the Union recognize that, where preventative measures have failed to prevent violent incidents, counseling and support must be available to help victims recover from such incidents.

The employee will endeavour to present her or his claim to the Employer within seven (7) days after the event, unless it was impossible for her or him to do so during this period

**SIGNING PAGE**

DATED AT Sudbury , Ontario, THIS 9th day of February , 2017.

FOR THE EMPLOYER

FOR THE UNION

Diane Barbeau

Jennie Critchley-Pineo  
Labour Relations Officer

S. Clarke

Kelly Latimer

L. Thomas

T. Frappier

M. Stringer

Pam O'Busawin

Stephanie W.

M. Roque

"Signed"

J. Hancock

Langlois

B. Zanetti

Darlene Belisle

\_\_\_\_\_

S. Carpenter-Wright

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

**HEALTH SCIENCES NORTH/HORIZON SANTÉ-NORD (HSN)**  
(hereinafter referred to as the 'Hospital')

And:

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

Re: Ratio of Full-Time to Part-time Nurses

The Hospital is committed to achieving the goal of a Hospital wide ratio of 60% full-time to 40% part-time nurses.

For operational reasons unit ratios may vary, but the overall Hospital full-time/part-time ratio will be 60/40%.

A joint committee comprised of two (2) Hospital members and two (2) Union members will meet as often as mutually agreed necessary, to develop strategies to implement the 60/40% ratio.

The committee will examine unit staffing needs and develop a plan prioritizing areas for increasing the full-time complement in collaboration with the Manager for the service.

The parties recognize that there will be some reduction in part-time complement, however wherever possible, vacancies and attrition will be utilized to achieve the ratio.

In moving towards the ratio the parties recognize the need to maximize staff access to full-time opportunities while minimizing disruption of the current work-force. To that end the committee will fully explore creative options for achieving the ratio, including innovative scheduling.

This agreement may be revisited at any time by either of the parties.

DATED AT Sudbury , Ontario, THIS 9th day of February , 2017.

FOR THE EMPLOYER

FOR THE UNION

Diane Barbeau

Jennie Critchley-Pineo  
Labour Relations Officer

S. Clarke

Kelly Latimer

L. Thomas

T. Frappier

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"Signed"

J. Hancock

Langlois

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Darlene Belisle

\_\_\_\_\_

S. Carpenter-Wright

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**LETTER OF UNDERSTANDING**

Between:

**HEALTH SCIENCES NORTH/HORIZON SANTÉ-NORD (HSN)**  
(hereinafter referred to as the 'Hospital')

And:

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

Re: Special Preparation Bonus

The parties agree that effective June 26, 1998, all nurses in receipt of Special Preparation Bonuses, other than those described in Appendix 4 of this Agreement, shall continue to receive their Special Preparation Bonus for as long as the nurse is employed by the Hospital. The Hospital agrees to prepare a list of names of affected nurses to be signed off by both parties.

DATED AT Sudbury, Ontario, THIS 9th day of February, 2017.

FOR THE EMPLOYER

FOR THE UNION

Diane Barbeau

Jennie Critchley-Pineo  
Labour Relations Officer

S. Clarke

Kelly Latimer

L. Thomas

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"Signed"

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\_\_\_\_\_

S. Carpenter-Wright

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## LETTER OF UNDERSTANDING

Between:

**HEALTH SCIENCES NORTH/HORIZON SANTÉ-NORD (HSN)**  
(hereinafter referred to as the 'Hospital')

And:

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

### Re: Return to Work of Disabled Workers

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

To that end, the Hospital and the Association agree to cooperate in facilitating the return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants is essential to the success of the process.

- (a) A joint Return to Work Committee (RWC) comprised of an equal number of Association and Hospital representatives will be established. One of the Association representatives will be recognized as co-chair. The Committee will meet at least ten (10) times each year. The Union co-chair, if she/he attends RWC meetings on her day off, will receive pay at straight time or time in lieu where possible for hours spent in RTW meetings. Such hours are invisible for the purposes of determining premium. The committee will monitor the status of employees awaiting accommodation.
- (b) The Hospital will provide an updated list of information to the (RWC) before each quarterly meeting including the following:
  - i) nurses absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits;
  - ii) nurses absent from work because of disability who are in receipt Long Term Disability benefits;
  - iii) nurses who have been absent from work because of disability for more than 23 months;
  - iv) nurses who are currently on a temporary modified work program;
  - v) nurses who are currently permanently accommodated in the workplace;
  - vi) nurses who require temporary modified work;
  - vii) nurses who require permanent accommodation in the workplace.
- (c) A disabled nurse who is ready to return to work will provide the Occupational Health Service with medical verification of her ability to return to work including information regarding any restrictions.

- (d) When a returning nurse is in need of a permanent accommodation the Hospital will notify the RWC co-chairs and will provide to them the information obtained under (c) above.
- (e) As soon as practicable the co-chairs or their designates will meet with the affected nurse, Occupational Health Representative and the Manager to create and recommend a return to work plan.
- (f) In creating a return to work plan, the committee and the Manager will examine the disabled nurse's abilities and accommodation needs to determine if the nurse can return to her:
  - i) original position;
  - ii) original unit;
  - iii) original unit/position with modifications to the work area and/or equipment and/or the work arrangement;
  - iv) alternate positions outside the original unit.
- (g) In creating a return to work plan, the committee will consider the nurse's abilities and accommodation needs, and if she is unable to return to work in accordance with Article (f) above, the committee will identify any positions in the Hospital in which the nurse may be accommodated.
- (h) A nurse in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such a nurse will remain on the list of nurses requiring permanent accommodation provided under Article (b) (vii) above.
- (i) The parties recognize that more than one nurse requiring accommodation may be suitable for a particular position or arrangement. In such cases the parties agree that in complying with Articles (f) and (g) and (h) above, they must balance additional factors including in no particular order:
  - i) skills, ability, and experience;
  - ii) ability to acquire skills;
  - iii) path of least disruption in the workplace;
  - iv) the principle that more should be done to provide work to someone who otherwise would remain outside the active workforce;
  - v) seniority.
- (j) When more than one nurse is deemed by the committee to be suitable for a particular position or arrangement, and the factors set out in Articles (f), (g), (h) and (i) are relatively equal, seniority shall govern.
- (k) The committee will monitor the status of accommodated nurses and the status of nurses awaiting accommodation.

- (l) The committee will develop and recommend strategies for:
  - i) safely integrating accommodated workers back into the workplace;
  - ii) educating nurses about the legal, personal, organizational aspects of returning disabled workers to work.
  
- (m) Alternative Placements
  - i) Before posting, the Occupational Health and Safety Representative or designate in consultation with the Union, will examine all potential vacancies to determine if they can be used to accommodate a disabled nurse who requires accommodation but cannot return to her home unit in accordance with Article (f).
  
  - ii) If a vacancy is identified as suitable for accommodation purposes, the Occupational Health and Safety Representative will hold the posting and convene a meeting of the RWC as soon as possible to determine:
    - A) whether the unit, after considering all factors including the number of accommodated nurses in the unit, the operational needs of the unit, safety of nurses working in the unit, alternative resources, can reasonably accommodate a nurse;
  
    - B) whether the posting of the position under the collective agreement between the parties may be waived;
  
    - C) whether a position outside the bargaining unit may be an appropriate position for accommodating a nurse.
  
  - iii) When the parties agree to a permanent accommodation whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing the details of the accommodation.
  
  - iv) The parties may agree to a written agreement for temporary accommodations of extended duration.
  
  - v) The home position of a nurse requiring permanent accommodation may be posted under the following circumstances:
    - A) the nurse is permanently accommodated in another position or arrangement;
  
    - B) the weight of the medical evidence establishes that there is no reasonable prospect of a return to her original position in the foreseeable future;
  
    - C) filling of a disabled nurse's home position does not remove the Hospital's duty to accommodate that nurse.

DATED AT Sudbury , Ontario, THIS 9th day of February , 2017.

FOR THE EMPLOYER

FOR THE UNION

Diane Barbeau

Jennie Critchley-Pineo  
Labour Relations Officer

S. Clarke

Kelly Latimer

L. Thomas

T. Frappier

M. Stringer

Pam O'Busawin

Stephanie W.

M. Rogue

"Signed"

J. Hancock

Langlois

B. Zanetti

Darlene Belisle

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S. Carpenter-Wright

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## LETTER OF UNDERSTANDING

Between:

**HEALTH SCIENCES NORTH/HORIZON SANTÉ-NORD (HSN)**  
(hereinafter referred to as the 'Hospital')

And:

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

### Re: Individual Special Circumstance Arrangements

The Hospital and the Association agree to implement individual special circumstance arrangements pursuant to Article 13.05 of the Central Agreement. The Hospital and the Association agree that the intention of creating this type of arrangement is primarily to assist registered nurses with identified special circumstances by reducing their full-time hours. A Letter of Understanding will be developed and signed off for each arrangement based on the terms and conditions set out below:

- (a) All arrangements will be made on a without prejudice or precedents basis to any position either party may take with respect to future Individual Special Circumstance Arrangements.
- (b) The Nurse shall make written application to her or his Manager and will include the reason(s) for application and the length of time she/he is requesting the arrangement for.
- (c) The decision to allow an individual circumstance arrangement will be made in consideration of the personal need of the individual and the service requirement of the Hospital.
- (d) The decision to enter into an arrangement shall require the mutual agreement of the Association, the Hospital and the nurse.
- (e) The scheduling provisions of the local agreement may be waived to allow flexibility of scheduling individual special circumstances.

The Association, the Hospital or the Nurse may discontinue the arrangement by either party providing (90) days written notice or by mutual agreement.

Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation.

If the arrangement is discontinued the incumbent will revert back to full-time status.

It is agreed that registered nurses in these positions are not entitled to declare their availability for extra shifts.

In the event that the registered nurse affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued and the full-time position will revert to full-time. Registered nurses in these positions will discuss any change in circumstance with the Association and their Manager on a semiannual basis or at other points in time as agreed upon by the parties. All arrangements will have an agreed upon date of conclusion.

The benefits and vacation for these arrangements shall be according to the schedule set out below:

Benefits	Option A .8 FTE	Option B .9 FTE
Hours of Work	Bi-weekly hours will be averaged in accordance with the hours of a full time rotation	
Dental/Medical/Semi-Private	Same cost sharing as full-time	Same cost sharing as full-time
Statutory Holidays	Arrangements lasting six (6) months or more will have their statutory holidays pro-rated in accordance with the applicable option i.e., A or B noted above.	
HOOPP	Based on 75 hours bi-weekly or as required due to averaging.	
Group Life	Based on .8 FTE	Based on .9 FTE
Sick Leave (STD)	Based on .8 FTE	Based on .9 FTE
Long Term Disability (LTD)	Based on .8 FTE	Based on .9 FTE
Vacation	Based on .8FTE e.g., 4 wk entitlement = 120 hours	Based on .9 FTE e.g., 4 wk entitlement = 135 hours
Service & Seniority i.e., remains a date	Remains unchanged i.e., Same as full-time	
Additional Shifts	Not recommended. If additional shifts result in overtime, premium will not be payable until the individual has worked more than 78.75 hours in the pay period.	
Other Applications	As per collective Agreement	

DATED AT Sudbury , Ontario, THIS 9th day of February, 2017.

FOR THE EMPLOYER

FOR THE UNION

Diane Barbeau

Jennie Critchley-Pineo  
Labour Relations Officer

S. Clarke

Kelly Latimer

L. Thomas

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Stephanie W.

M. Roque

"Signed"

J. Hancock

Langlois

B. Zanetti

Darlene Belisle

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S. Carpenter-Wright

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## LETTER OF UNDERSTANDING

Between:

**HEALTH SCIENCES NORTH/HORIZON SANTÉ-NORD (HSN)**  
(hereinafter referred to as the 'Hospital')

And:

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

### Re: Alternative Levels of Job Sharing

The Employer agrees to provide the Union with written confirmation of the location and names of the nurses occupying the existing three (3) way job share positions within thirty (30) days of signing this letter. The Employer agrees to notify the Union within thirty (30) days of any changes in the three (3) way job share arrangements.

The parties agree that there will be no further three (3) way job share arrangements posted within the Hospital and the Hospital will not post any other positions once all the current positions are vacated.

- (a) Total hours worked by the job sharers shall equal the number of full-time positions being shared. The division of these hours on the schedule shall be determined by mutual agreement between the nurses sharing the position and the Manager of the Unit.
- (b) The above schedules shall confirm with the scheduling provisions of the Full-time Collective Agreement.
- (c) Each job sharer may exchange shifts with her partner, as with other nurses as provided by the Collective Agreement.
- (d)
  - i) The job sharers involved will have the right to determine which partner works on scheduled paid holidays. Job sharers shall only be required to work the number of paid holidays that the full-time nurses would be required to work i.e., equivalent to the number of full-time rotations being shared.
  - ii) It is understood that one (1) job sharer will work either Christmas or New Year's for each full-time rotation that is being shared. The other job sharers will have time off or premium pay will apply.

### Coverage

- (e)
  - i) Job sharers will be given the option to cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit Manager must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
  - ii) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-time and Part-time Agreements:

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit Manager,

but it is hoped that the remaining members of the arrangement would be prepared to cover the leave of absence as much as possible.

Implementation

- (f) Where the job sharing arrangement arises out of the filling of a vacant full-time position or positions, all job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- (g) Any incumbent full-time nurses wishing to share their positions, may do so without having their portion of the position posted. The other portion of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement. e.g., in a three (3) way job share arrangement one (1) part-time opportunity would be posted.
- (h) If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared positions must revert to full-time positions. The remaining nurses will have the option of continuing in the full-time positions or reverting to part-time positions for which they are qualified. Unfilled full-time positions must be posted in accordance with the Collective Agreement.

Discontinuation

- (i) 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. It is also understood that the original position will revert to a full-time position.

In the event that a layoff is to occur within a unit, individuals in a job share arrangement will be considered the same status as the other part-time staff in the unit in terms of seniority and layoff. If one or both of the participants in the job share arrangement are laid off, the position will be dealt with under (i) above.

FOR THE EMPLOYER

FOR THE UNION

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Labour Relations Officer

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**LETTER OF UNDERSTANDING**

Between:

**HEALTH SCIENCES NORTH/HORIZON SANTÉ-NORD (HSN)**  
(hereinafter referred to as the 'Hospital')

And:

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

Re: Post Retirement Appointments

The parties agree that there is value in providing nurses who have recently retired with an alternate employment opportunity.

A nurse who has retired from the Hospital and is available to work at least six (6) tours over the period of a schedule may be rehired on a post-retirement appointment. A former employee may be considered for post-retirement appointment depending on the need of the unit, and the skills and performance of the former employee.

Post retirement appointments will receive pre-scheduled shifts once regular part-time nurses have received up to their commitment in accordance with Article H-5 (a).

Remaining extra hours following the posting of the schedule may be offered to the post-retirement employee once all regular part-time nurses have been offered shifts in accordance with Article H-7 (a), (b), (c), (d), and (e).

A post-retirement appointment will be for a term of one (1) year or upon either party giving two (2) weeks written notice. Subsequent post retirement appointments may be considered depending on the needs of the units and the ongoing skills and performance demonstrated by the post-retirement appointee.

In accordance with Article 10.08 of the central agreement (Layoff) the post-retirement appointee will be subject to the same provisions as a casual nurse.

A post retirement appointment is not considered a vacancy and therefore need not be posted in accordance with Article 10.06 of the central agreement.

All employees in post-retirement appointments at the time the new collective agreement is implemented shall be grandfathered into their appointments until their termination. Effective the date of the new local issues no new post-retirement appointments will be made.

FOR THE EMPLOYER

Diane Barbeau

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## LETTER OF UNDERSTANDING

Between:

**HEALTH SCIENCES NORTH/HORIZON SANTÉ-NORD (HSN)**  
(hereinafter referred to as "the Hospital")

And:

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

### Re: Scheduling Advisory Working Group

A scheduling Advisory Working Group will provide a forum for the parties to take a pro-active approach to identifying creative alternatives to scheduling issues.

1. The purpose of the group shall be to act in an advisory capacity and to recommend solutions to scheduling issues that cannot be resolved at the unit level.
2. The Working Group shall be comprised of equal representation from the Union and Management. There will be two (2) members from ONA, selected by ONA and two (2) members representing the Hospital selected by the Hospital. The ONA representatives will be paid to attend working group meetings in accordance with Article D-7 of the Collective Agreement. The individual unit Manager and a unit representative, as selected by the nurses on the affected unit, will be invited to attend working group meetings on an ad hoc basis to address specific unit scheduling concerns that have been identified.
3. Where scheduling violations are identified and unable to be resolved at the unit level, the schedule will be forwarded to the Scheduling Advisory Working Group for review.
4. Managers will also be encouraged to bring forward all new and revised master schedules. Where such schedules are provided, the group shall review all new and revised master schedules to ensure compliance with the collective agreement including to establish master (cyclic) rotations consisting of 1950 hours per year.
5. The Working Group will meet no later than two (2) weeks prior to the posted schedule due date to assist Managers. The Working Group will meet no later than two (2) weeks after the posted schedule to assist with resolving outstanding scheduling issues not resolved at the unit level.
6. The Working Group shall initially determine its terms of references and procedure for dealing with and making recommendations on scheduling matters.
7. It is understood that Nursing Unit Managers continue to reserve their right to make all decisions on all scheduling matters.
8. Any schedule that does not have the RN off until 0730 December 27<sup>th</sup> will be brought to the Scheduling Advisory Working Group for review and recommendation at the pre-booked meeting before the schedule being posted.

FOR THE EMPLOYER

Diane Barbeau

S. Clarke

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**LETTER OF UNDERSTANDING**

Between:

**HEALTH SCIENCES NORTH/HORIZON SANTÉ-NORD (HSN)**  
(hereinafter referred to as the 'Hospital')

And:

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

Re: Two Day, Two Night (2D2N) Extended Tour Schedule

1. The parties agree only those nurses who request will be scheduled to work the 2D 2N extended tour rotation. The number of nurses working in a 2D2N will be at the Manager's discretion.
2. The 2D 2N schedule may be discontinued in any unit when:
  - (a) Sixty percent (60%) of the full-time and part-time employees in a unit who work the schedule so indicate by secret ballot;  
  
or
  - (b) The Hospital decides to do so because of :
    - (i) Adverse effects on patient care, or
    - (ii) Inability to provide a workable staffing schedule, or
    - (iii) Where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the 2D2N schedule,
  - (c) When the notice of discontinuance is given by either party in accordance with number (b) above, then
    - (i) The parties shall meet within four (4) weeks of the giving notice to review the request for discontinuation; and
    - (ii) Where it is determined that the 2D 2N extended tours will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.
  - (d) The Local Union will be informed of the results of the secret ballot within three (3) days.
3. The scheduling provisions contained in Article H are applicable save and except the following:

- (a) Article H-2 (a) "The Hospital agrees that it will not pre-schedule a nurse to work a requirement for more than three (3) consecutive extended shifts or premium pay will apply"
  - (b) Article H-4 (b) "For full-time and part-time, six (6) weekends out of twelve (12) weekends shall be scheduled off for nurses working seven and one half (7 1/2 ) hour shifts and every other weekend off for nurses working extended shifts.
4. An employee will not receive premium pay as defined in Article 14 for all hours worked on a third (3<sup>rd</sup>) consecutive weekend if this weekend is pre-scheduled on the 2D 2N rotation as voted on and approved by the employees on the unit. Article H-4 will apply in all other circumstances pertaining to Third Weekend Premium.
  5. All schedules will be done on the basis that each full-time employee will have one thousand and nine hundred and fifty hours per year which includes ninety hours of statutory holidays.
  6. Every quarter, employees will be required to submit their request for when their additional tour(s) will be scheduled. The Manager will make every reasonable attempt to schedule as requested. If no request is made, the Manager will pre-schedule the additional tour at their discretion provided this shift is not scheduled on a weekend off. If an employee requests this tour(s) be scheduled on a weekend off, the third subsequent weekend premium will not apply.

FOR THE EMPLOYER

FOR THE UNION

Diane Barbeau

Jennie Critchley-Pineo  
Labour Relations Officer

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**LETTER OF UNDERSTANDING**

Between:

**HEALTH SCIENCES NORTH/HORIZON SANTÉ-NORD (HSN)**  
(hereinafter referred to as the 'Hospital')

And:

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

Re: Resource Pool

The Parties agree to the following guidelines for units that utilize Resource Pools.

1. At the point that schedules are being developed, the Hospital will guarantee that regular part-time nurses will be scheduled for no less than 33.75 hours per pay period.
2. Regular part-time nurses will not be cancelled below 33.75 hours and this minimum shall take precedence in a cancellation situation.
3. Prior to the cancellation of a shift, the Resource Pool nurse who has been scheduled that day on the unit in which the cancellation would otherwise occur shall be considered with the other nurses as if the Resource pool nurse was permanently assigned to that unit, for the purposes of offering time off and cancellation.
4. Subject to the foregoing, the Hospital may utilize Resource Pool nurses as it shall determine.
5. The Hospital agrees to meet with the Association in advance of introducing Resource Pools into new programs.

FOR THE EMPLOYER

FOR THE UNION

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**LETTER OF UNDERSTANDING**

Between:

**HEALTH SCIENCES NORTH/HORIZON SANTÉ-NORD (HSN)**  
(hereinafter referred to as the 'Hospital')

And:

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

Re: Article 10.08 (a) – Single Shift Reassignment

In accordance with Article 10.08 (a), the Parties agree to implement the following principles for single shift reassignment. The reassignment will be from the employee's home unit to any other unit as required by the Hospital for the period of time up to and including a single shift.

1. Reassignment will occur bearing in mind the following principles:
  - i) patient care and safety requirements are the first priority;
  - ii) the Hospital will not reassign probationary employees;
  - iii) the Hospital will reassign, where possible, employees who volunteer;
  - iv) the Hospital will reassign staff nurses in the following sequence, on the basis of reverse seniority: resource pool nurses who are normally assigned to the Unit to which the reassignment is being made, casual/post-retiree, part-time and/or full-time.
  - v) In accordance with Article 10.07 (g) of the Collective Agreement, it is understood that nurses 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.
2. Employees reassigned will be provided with a resource nurse who will familiarize the reassigned employee to the general functioning of the unit.
3. The reassigned employee will identify to the resource nurse her skills, abilities and limitations in relation to the duties on the receiving unit.
4. The Hospital and the Association will meet within six (6) months of implementing the reassignment process to assess the process.

FOR THE EMPLOYER

Diane Barbeau

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## LETTER OF UNDERSTANDING

Between:

**HEALTH SCIENCES NORTH/HORIZON SANTÉ-NORD (HSN)**  
(hereinafter referred to as the "Employer")

And:

**ONTARIO NURSES' ASSOCIATION LOCAL 013**  
(hereinafter referred to as the "Union")

Re: Article 9.09 – Guiding Principles for Internships – Critical care (CVT, ICU Med/Surg ICU & Cath Lab)

1. Internships will be posted and made available for all Registered Nurses in accordance with 9.09.
2. The Hospital has the right to select both part-time and full-time employees for these temporary full-time opportunities. Employees in the internships will maintain their permanent status.
3. The Hospital will assume costs for the successful interns related to:
  - i) Payment for time spent in classroom clinical and practicum
  - ii) A full Critical Care orientation program including additional weeks of mentorship
  - iii) Any other costs associated with completion of the program
4. In exchange for item #3 above, the intern will commit to continued employment with the Hospital for two years following the completion of their internship except where the Hospital may waive this requirement or this participant is impacted by an unforeseen circumstance that would create undue hardship of the participant to complete the period.
5. If it is determined within the first three (3) months of the internship that the arrangement is not working out, it is the Hospital's right to move the employee back to their home position.
6. It is understood that the intern need not be considered for internal postings in units other than the ICU Meg/Surg, ICU CVT or the Cath Lab during the course of the internship arrangement (1 year).
7. Should a permanent position in one of the above mentioned units become available, interns will be able to apply and if successful the position will be held for them until they complete their internship.
8. Should they be the successful applicant to a position on the unit in which they are completing the internship. The Hospital may move them into the permanent position prior to the end of the (1) year.
9. Prior to the termination of the trial period, the parties agree to meet to review the structure and process evaluation of the Critical Care Internship program. At the time, a decision will be made regarding the continuation of the program.

FOR THE EMPLOYER

Diane Barbeau

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**LETTER OF UNDERSTANDING**

Between:

**HEALTH SCIENCES NORTH/HORIZON SANTÉ-NORD (HSN)**  
(hereinafter referred to as the "Employer")

And:

**ONTARIO NURSES' ASSOCIATION LOCAL 013**  
(hereinafter referred to as the "Union")

Re: Healthy and Safe Workplace

The Hospital, in consultation with appropriate parties, which includes the Joint Health and Safety Committee, will develop, implement and amend as appropriate, policies, procedures and programs pertaining to the provision of a safe and healthy workplace as outlined in Article 6.05 (b) of the ONA central provisions. The topics may include, but are not limited to; Violence in the Workplace (including Verbal Abuse), Musculoskeletal Injury Prevention, Needle Stick and other Sharps Injury Prevention, Nurses who regularly work alone or who are isolated in the workplace and Wellness Initiatives and individual safety in the workplace.

This does not expand the scope and responsibilities of the Joint Health and Safety Committee or its members, nor their terms of reference.

The Hospital will provide ONA with copies of any final policies, procedures and programs.

FOR THE EMPLOYER

FOR THE UNION

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## LETTER OF UNDERSTANDING

Between:

**HEALTH SCIENCES NORTH/HORIZON SANTÉ-NORD (HSN)**  
(hereinafter referred to as the "Employer")

And:

**ONTARIO NURSES' ASSOCIATION LOCAL 013**  
(hereinafter referred to as the "Union")

Re: Article 13.04 - Introduction & Discontinuation of Weekend Worker Arrangements

In accordance with Article 13.04 the Parties agree to the following principles for the introduction and discontinuation of Individual Weekend Worker Schedules.

### Introduction

Individual employee request:

1. A full-time employee wishing to participate in a weekend worker schedule will submit the request to their Manager in writing. All requests will receive due consideration. In the event more than one request is received at the same time, consideration will be given based on seniority and individual circumstances.
2. If approved, the employee's full-time line will be converted to a weekend worker assignment on a trial basis for one (1) year. Once the trial period is completed the full-time nurse cannot revert back to her regular full-time line without agreement from the Hospital.

Hospital Need

3. When the Hospital introduces a new weekend worker the position will be posted in accordance with Article 10.07 of the Collective Agreement.

### Discontinuation

Individual employee request:

4. Either party may discontinue the weekend worker assignment with ninety (90) days notice within the trial period. Upon receipt of such notice a meeting shall be held between the Manager, the employee and the Union if required to discuss the discontinuation. The discontinuation of a weekend worker schedule needs to coincide with the next posted rotation.
5. Once the notice is given during the trial period, the full-time weekend worker assignment will revert to a regular full-time line as of the next posted rotation and the employee will revert to a regular full-time worker.
6. Upon completion of the trial period employees wishing to discontinue their weekend worker assignment, will be required to post out of the position unless otherwise agreed upon by the Hospital.

Hospital Need

7. Employees who have posted into a weekend worker assignment will be required to post out of the position unless otherwise agreed upon by the Manager, the nurse and the Union.
8. If the Hospital wishes to discontinue a weekend worker assignment, after it is posted, the provisions of Article 10 of the Collective Agreement will be followed.
9. Once an employee has posted out of a weekend worker assignment, it will be at the Hospital's discretion whether or not to continue on with the weekend worker assignment, or convert the line into a regular full-time position.

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**LETTER OF UNDERSTANDING**

Between:

**HEALTH SCIENCES NORTH/HORIZON SANTÉ-NORD (HSN)**  
(hereinafter referred to as the "Employer")

And:

**ONTARIO NURSES' ASSOCIATION LOCAL 013**  
(hereinafter referred to as the "Union")

Re: Real Time Seniority

Whereas Article E-3 of the Local Issues states "For the purposes of short term or long term layoffs under Article 10 of the central collective agreement, a current seniority list will be produced;"

The parties agree to the following:

1. Current seniority lists will also be used for job posting purposes.
2. For all intents and purposes, Article E-3 will now be understood to read:

"For the purposes of short term or long term layoffs under Article 10 of the central collective agreement, or job postings under Article 10.07 of the central agreement, a current seniority list will be produced."

FOR THE EMPLOYER

FOR THE UNION

Diane Barbeau

Jennie Critchley-Pineo  
Labour Relations Officer

S. Clarke

Kelly Latimer

L. Thomas

T. Frappier

M. Stringer

Pam O'Busawin

Stephanie W.

M. Roque

"Signed"

J. Hancock

Langlois

B. Zanetti

Darlene Belisle

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S. Carpenter-Wright

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**LETTER OF UNDERSTANDING**

Between:

**HEALTH SCIENCES NORTH/HORIZON SANTÉ-NORD (HSN)**  
(hereinafter referred to as the "Employer")

And:

**ONTARIO NURSES' ASSOCIATION LOCAL 013**  
(hereinafter referred to as the "Union")

Re: Ten (10) Hour Day Tours – Diabetes Education Centre

Without prejudice and precedent to any position the parties may take in the future:

The parties agree to the implementation of ten (10) hour tours in the Diabetes Education Centre.

This agreement will apply to full-time and part-time employees.

When mutually agreed upon full-time nurses will work ten (10) hour tours.

When mutually agreed upon part-time nurses will work ten (10) hour tours for vacation coverage.

The ten (10) hour tours may be discontinued when;

- (i) Any of the individual affected nurses so indicate;
- (ii) The Hospital because of:
  - 1. adverse effects on patient care;
  - 2. inability to provide a workable staffing schedule;
  - 3. where the Hospital wishes to do so for other reasons which are neither unreasonable or arbitrary.

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

- (i) the parties shall meet within two (2) weeks of the giving of notice to review the reasons for the discontinuation; and
- (ii) where it is determined that the ten (10) hour tours will be discontinued, affected Nurses shall be given six (6) weeks' notice before the schedules are so amended.

The parties agree that all the terms of the Collective Agreement as outlined in the ONA Central Agreement and Local Provisions shall apply, save and except those provisions modified by this Letter of Understanding.

The current Collective Agreement shall be amended to specifically reflect the ten (10) hour tours as follows:

1. Hours of Work

- (a) For Nurses working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-five (35) minutes of unpaid meal time.
- (b) Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the tour on the basis of fifteen (15) minutes for each half tour.

2. Paid Holidays

- (a) Any full-time nurse will be paid 7.5 hours for stat holidays. A nurse may use accrued vacation, TIL or LOA to top up their pay from 7.5 hours to 9.375 hours.
- (b) Part-time nurses will receive percentage in lieu of benefits in accordance with Article 19.01 of the collective agreement.

3. Scheduling Objectives

- (a) Nurses shall not be pre-scheduled to work more than four (4) consecutive 9.375 hour tours. Should a Nurse be pre-scheduled to work more than four (4) consecutive tours premium pay will apply.
- (b) At least twelve (12) hours time off will be scheduled between tours or premium pay will apply.

FOR THE EMPLOYER

FOR THE UNION

Diane Barbeau \_\_\_\_\_

Jennie Critchley-Pineo \_\_\_\_\_  
Labour Relations Officer

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M. Roque \_\_\_\_\_

"Signed" \_\_\_\_\_

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B. Zanetti \_\_\_\_\_

Darlene Belisle \_\_\_\_\_

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S. Carpenter-Wright \_\_\_\_\_

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**LETTER OF UNDERSTANDING**

Between:

**HEALTH SCIENCES NORTH/HORIZON SANTÉ-NORD (HSN)**  
(hereinafter referred to as the "Employer")

And:

**ONTARIO NURSES' ASSOCIATION LOCAL 013**  
(hereinafter referred to as the "Union")

Re: Application of Article H-11 – Regional Cancer Program

The parties agree to the following terms with respect to Christmas/New Years Time Off for the Regional Cancer Program:

1. Nurses in the Regional Cancer Program shall be scheduled off duty at least five (5) consecutive days over Christmas and/or New Years, unless the nurse requests otherwise. For the purpose of this Article, the five (5) days off shall be consecutive.
2. Time off at Christmas shall include Christmas Eve and Boxing Day.
3. Time off at New Year's shall include New Years Eve and January 2nd.
4. In the event a nurse within the Regional Cancer Program cannot be scheduled off for five (5) consecutive days over Christmas and/or New Years due to patient care requirements, the Hospital will schedule such nurse off for four (4) consecutive days.
5. The Hospital will endeavour to alternate staff having Christmas or New Year's time off each year.
6. Should the Employer not be able to meet the requirements of this Letter of Understanding, the Employer will meet to discuss the issues with the Union, in advance of the Christmas rotation being posted, or as soon as practicable thereafter.

FOR THE EMPLOYER

Diane Barbeau

S. Clarke

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M. Stringer

Stephanie W.

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## LETTER OF UNDERSTANDING

Between:

**HEALTH SCIENCES NORTH/HORIZON SANTÉ-NORD (HSN)**  
(hereinafter referred to as the "Employer")

And:

**ONTARIO NURSES' ASSOCIATION LOCAL 013**  
(hereinafter referred to as the "Union")

Re: Nurse Practitioners

The following language will apply to Nurse Practitioners:

- (a) Full-time Nurse Practitioners will be compensated on the basis of one thousand nine hundred and fifty (1,950) hours in a calendar year and a normal work week of thirty-seven and one-half (37.5) hours.
- (b) Due to the nature of the work of the Nurse Practitioner, there will be flexible scheduling of hours in accordance with her workload. The Nurse Practitioner will adjust her schedule to compensate for variations in that load. Articles G-2 and G-5 do not apply to Nurse Practitioners. A Nurse Practitioner's flexible schedule will not result in premium pay under Article H of the Local Issues Appendix unless directed by the Employer. For the purposes the application of Article G-4 to Nurse Practitioners, an evening shift is defined as being when a majority of hours fall between 1800 and 2330 hours. Any need for overtime compensation will be discussed with her Manager and will not unreasonably be denied. Appendix 4 of the Local Issues Appendix will not apply to Nurse Practitioners.
- (c) Nurse Practitioners shall advise their Manager of their proposed schedule and any changes to her schedule for the purposes of the Manager ensuring the collective agreement is being adhered to and so that the Manager can approve such schedule.
- (d) To the extent that an issue arises in terms of whether a scheduling provision should apply to Nurse Practitioners, the parties will meet to discuss in good faith whether and the extent, to which such provisions should apply.
- (e) Any hours in excess of 300 hours in each eight week period will be taken as time-in-lieu at the rate of time and one half, at a time mutually agreeable to the Nurse Practitioner and her Manager. The hours worked will be reviewed at an interval agreed to by the Nurse Practitioner and her supervisor to monitor compliance with the hours of work. Should a Nurse Practitioner be unable, due to patient care responsibilities, to utilize time-in-lieu, arrangements will be made with the Manager to address the situation, including the payout of time-in-lieu bank at the appropriate rate.
- (f) The Nurse Practitioner's Manager will respond to a request for time in lieu and vacation, within two (2) business days of the request.
- (g) Nurse Practitioner vacation will be scheduled with approval of her Manager, which approval shall not be unreasonably denied.

FOR THE EMPLOYER

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**LETTER OF UNDERSTANDING**

Between:

**HEALTH SCIENCES NORTH/HORIZON SANTÉ-NORD (HSN)**  
(hereinafter referred to as the "Employer")

And:

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

Re: Innovative Scheduling Hybrid Rotation of Ten (10) Hour Tours & Eight (8) Hour Tours in A.C.U

The parties agree that the implementation of a hybrid master rotation consisting of 10 hour and 8 hour tours in the ACU will be on a trial basis commencing on April 2, 2012 and ending November 23, 2012.

This Agreement will apply to all full-time and part-time employees providing that 60% of the nurses who vote within the department are in favour of implementing such a master schedule and so indicate by secret ballot.

Prior to the end of the trial period the innovative hybrid ten (10) hour and eight (8) hour tour shall become permanent only when:

- i) Sixty percent of the nurses within the unit who vote so indicate by secret ballot. The master rotation will be available for members to review prior to and at the vote.
- ii) Should the nurses not vote to continue the innovative schedule the master rotation will revert to the previous master that was in effect immediately prior to the implementation of this Letter of Understanding.

The innovative hybrid ten (10) hour and eight (8) hour tour schedule may be discontinued when:

- i) Sixty percent of the nurses within the unit who vote so indicate by secret ballot.
- ii) The Hospital deems it necessary due to:
  - 1. Adverse effects on patient care
  - 2. Inability to provide a workable staffing schedule
  - 3. The Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.

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

- i) the parties shall meet within two ( 2 )weeks of the giving of notice to review the reasons for the discontinuation; and
- ii) where it is determined that the hybrid schedule will be discontinued, affected nurses shall be given six (6) weeks notice before the schedules are so amended.

The parties agree that all the terms of the Collective Agreement as outlined in the Central Document and Local Provisions shall apply, save and except those provisions modified by this Letter of Understanding:

1. Hours of Work

- (a) For nurses working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in a twenty-four (24) hour period, exclusive of a total of 35 minutes of unpaid meal time.
- (b) Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the tour on the basis of fifteen (15) minutes for each half tour.

2. Paid Holidays

- (a) Any full time nurse will be paid 7.5 hours for stat holidays. A nurse may use accrued vacation, TIL or LOA to top up their pay from 7.5 hours to 9.375 hours.

3. Scheduling Objectives

- (a) Nurses shall not be pre-scheduled to work more than 75 hours within a two (2) week period. Should a nurse be pre-scheduled to work more than 75 hours within a two week period, premium pay will apply.
- (b) At least 14 hours time off will be scheduled between tours or premium pay will apply.
- (c) A shift is defined as a day, evening or night in accordance with Article G (Hours of Work). A short change, as per H (2) (b), does not apply if scheduling or offering a like shift regardless of the start time of the shifts.
- (d) H-2 (e) Language of the Local Issues will be modified as follows:

When a nurse works ten (10) hour shifts and must stay to work overtime and does not receive twelve (12) hours off between the end of the overtime and the start of her next shift, she will receive premium pay for all hours worked on that next shift.

- (e) Nurses working ten (10) hours shall be paid shift premium at the rate of the current Collective Agreement for all hours worked between 1530 -0730 hours.
- (f) For nurses working ten (10) hour tours overtime shall be paid at the rate of time and one half the nurses' regular straight time hourly rate for all work performed in excess of 9.375 paid hours in a twenty-four (24) hour period.
- (g) Nurses shall not be scheduled to work more than four (4) consecutive 9.375 hour tours. Should a nurse work more than four (4) consecutive tour, she or he shall be paid in accordance with Article 14.03 for all hours worked on the fifth and subsequent tours until time off is scheduled.



FOR THE EMPLOYER

Diane Barbeau

S. Clarke

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**LETTER OF UNDERSTANDING**

Between:

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And:

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

Re: Nurse Technician Premium – ICU, CVT and Cardiac Medical Unit

As per the grievance settlement dated May 26, 2004, the parties have agreed on a premium to be applicable to nurses classified as "registered nurses" who are assigned as the primary nurse to care for a patient with an Intra-aortic Balloon Pump for any part of their shift. For the sake of clarity, nurses who are assigned to these patients for lunch and/or rest break replacement are not entitled to the premium.

Registered Nurses assigned as above will receive responsibility pay as per Article 19.04 (b) of the ONA Collective Agreement for all hours that they are caring for a patient with an Intra-aortic Balloon Pump.

This Letter of Understanding will be attached to and become part of the Collective Agreement and replaces all previous Letters of Understanding.

FOR THE EMPLOYER

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And:

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

Re: New Graduates Failing College of Nurses Exam

Notwithstanding Article 2.02 the parties agree without prejudice or precedent to the following and all terms and conditions of the Collective Agreement shall apply in full:

1. Registered nurses who hold a Temporary Class Certificate of Registration with the College of Nurses of Ontario who are unsuccessful in obtaining their General Class Certificate of Registration prior to the expiration of their Temporary Class Certificate of Registration will immediately be put on an unpaid leave of absence and the Employer will immediately inform the nurse of the next available Canadian Registered Nurse Examination date.
2. The Employer will grant the maximum number of attempts allowed by the College of Nurses of Ontario to write the Canadian Registered Nurse Examination (CRNE) (presently three attempts in total). The nurse must sit the next available CRNE date and notify their immediate Manager once they have written the exam as well as the results of the exam within seven (7) calendar days of receipt of the results. Article 2.02 of the collective agreement applies should the nurse not pursue re-writing the examination or fail to notify his/her Manager immediately of the results. The Employer will immediately notify the Union in writing.
3. The Employer will provide each nurse with a letter outlining the unpaid leave of absence, the date of the CRNE exam as well as the date the Employer anticipates the results of the exam to be released.
4. The Employer will reinstate the nurse to her or his position held immediately prior to the leave of absence commencing within seven (7) calendar days of notification being received that the nurse successfully obtained her or his General Class Certificate of Registration with the College of Nurses of Ontario.
5. The nurse's hire date for purposes of service and seniority will be amended to reflect the date the nurse returns to active duty following her or his leave of absence.
6. The nurse's probationary period in accordance with Accordance with Article 10.01 a) of the ONA collective agreement will commence on the date the nurse returns to active duty following her or his leave of absence.
7. The Employer will provide the Bargaining Unit President with a list of all nurses who fail their exam and are put on a leave of absence, as well as a copy of the letter the Employer sends to the nurse regarding the unpaid leave of absence. The Employer will update the Bargaining Unit President quarterly with a list of those nurses who go on to

successfully obtain her or his General Class Certificate of Registration with the College of Nurses of Ontario (and the return to work date) or are ultimately unsuccessful (and the termination date).

8. The nurse who does not achieve is or her General Class Certificate of Registration with the College of Nurses of Ontario will be deemed not to be qualified for the position of registered nurse and she or he will be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.
9. Either party may request a meeting to discuss concerns or re-negotiate any changes to the terms and conditions outlined above.
10. Either party may discontinue this agreement 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. It is also understood that the parties will revert to the language of Article 2.02 in regard to this matter.

FOR THE EMPLOYER

FOR THE UNION

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**LETTER OF UNDERSTANDING**

Between:

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And:

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

Re: Electronic Grievance Forms

- (a) The parties agree to use the electronic version of the ONA Grievance Form at appendix 1 of the Hospital Central Agreement.
- (b) The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- (c) The Union undertakes to get a copy of the electronic version signed by the grievor(s).
- (d) The parties agree not to use or rely upon any preliminary arguments related to the use of electronic version should a grievance proceed to Mediation or Arbitration.

FOR THE EMPLOYER

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And:

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

Re: Opportunity to Indicate Interest in Assuming Mentorship Role

The parties agree that all terms and conditions of the Central and Local Collective Agreements apply:

- Under Article 9.08 (c) of the Collective Agreement, nurses interested in participating in a formal mentorship agreement will indicate their interest in writing to their unit manager.

FOR THE EMPLOYER

FOR THE UNION

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And:

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

Re: On Call violence Intervention and Prevention Program (VIPP)

The parties agree without prejudice or precedent to the following:

1. A nurse may be incumbent to a full-time or part-time position and be incumbent to a casual part-time position within the VIPP. It will be understood that if a nurse incumbent to two (2) positions vacates her/his position within the VIPP program, for any reason including the position being deemed redundant, said nurse will continue to be incumbent to the remaining full or part-time position and deemed not to have been laid off.
2. The standby schedule will be posted within two weeks of the posting of schedules in accordance with the collective agreement.
3. The on call casual part-time nurse in VIPP only will be required to provide commitment to be scheduled on standby.

FOR THE EMPLOYER

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