

COLLECTIVE AGREEMENT

APPENDIX 5

APPENDIX OF LOCAL PROVISIONS

BETWEEN:

JOSEPH BRANT HOSPITAL  
(Hereinafter referred to as "The Hospital")

AND:

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

EXPIRY: MARCH 31, 2020

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**APPENDIX 3 – SALARY SCHEDULE FULL-TIME & PART-TIME**

Effective April 1, 2018						
	Registered Nurse	Charge Nurse/Service Group Coordinator	Nurse Clinician	Clinical Care Leader	Registered Nurse First Assist	Nurse with Temporary or Provisional Certification
Start	\$32.66	\$36.13	\$43.20	\$38.09	\$40.26	\$31.65
1 Year	\$32.81	\$36.16	\$43.80	\$38.11	\$42.30	\$31.85
2 Years	\$33.36	\$36.54	\$44.31	\$38.51	\$44.32	\$32.34
3 Years	\$35.00	\$38.19	\$46.31	\$40.27	\$46.32	
4 Years	\$36.66	\$39.85	\$48.34	\$42.30	\$48.34	
5 Years	\$38.72	\$41.95	\$50.47	\$44.31	\$50.35	
6 Years	\$40.80	\$43.98		\$46.31		
7 Years	\$42.89	\$46.09		\$48.34		
8 Years	\$45.94	\$49.21		\$50.37		
25 Years	\$46.76	\$50.07	\$51.65	\$51.24	\$51.24	

Note: The Speciality Resource Nurse shall be paid at the Team Leader rate.

Effective April 1, 2019						
	Registered Nurse	Charge Nurse/Service Group Coordinator	Nurse Clinician	Clinical Care Leader	Registered Nurse First Assist	Nurse with Temporary or Provisional Certification
Start	\$33.23	\$36.76	\$43.95	\$38.75	\$40.82	\$32.20
1 Year	\$33.39	\$36.79	\$44.57	\$38.77	\$42.89	\$32.41
2 Years	\$33.94	\$37.18	\$45.09	\$39.19	\$44.94	\$32.90
3 Years	\$35.62	\$38.86	\$47.12	\$40.97	\$46.97	
4 Years	\$37.30	\$40.55	\$49.18	\$43.04	\$49.02	
5 Years	\$39.40	\$42.68	\$51.35	\$45.09	\$51.05	
6 Years	\$41.52	\$44.75		\$47.12		
7 Years	\$43.64	\$46.89		\$49.18		
8 Years	\$46.75	\$50.07		\$51.25		
25 Years	\$47.57	\$50.95	\$52.56	\$52.13	\$51.96	

Note: The Speciality Resource Nurse shall be paid at the Team Leader rate.

**APPENDIX 4 – SUPERIOR CONDITIONS**

APPLICABLE NUMBER IN  
THE COLLECTIVE AGREEMENT  
PROVISIONS

- 2.02 A This Article shall not apply to employees employed prior to January 1, 1972.
- 5.05 B The Hospital will in addition continue to provide the Union on a monthly basis the classification and assigned areas of employees, who during the preceding month:
- i) Commenced employment;
  - ii) Transferred from the collective bargaining unit to management or vice versa;
  - iii) Terminated employment and in all cases, applicable dates will be given.
- 12.03 C On termination of employment for any reason other than discharge for just cause, an employee who has completed five (5) years of continuous service shall be paid fifty percent (50%) of the accumulated sick leave (maximum of 175 days) then standing to her credit.
- 16.06-16.10  
Note P.T. D Casual part-time employees on staff prior to October 23, 1981, will receive a sum equal of six percent (6%) of their applicable daily rate as vacation pay.
- 18.05 F.T D An employee who contracts Staphylococcus infection shall receive full  
17.05 P.T. treatment and medication at the expense of the Hospital.
- 19.09 F.T. Only  
E Educational Bonuses for recognized Nursing courses
- (a) In addition to the salaries prescribed above, the Hospital will pay the monthly bonuses set forth hereunder to all full-time employees, subject to the following conditions:
- i) Proof of the degree or certificate from a school of recognized standing must be submitted by the employee to the Hospital.
  - ii) In accordance with the above, an employee possessing more than one degree or certificate shall be entitled only to a single bonus.
  - iii) Payment of the bonus shall commence at the start of the first full pay period following filing with the Hospital the required proof of standing, except that a newly hired employee who is qualified for an education bonus on her date of hiring shall be paid from that date.

19.09 F.T. Only (b) Monthly Education Bonus

C.H.A. Nursing Unit Administration course or six months Post Graduate course .....\$15.00 per month

One Year University course .....\$20.00 per month

Baccalaureate Degree .....\$25.00 per month

## **ARTICLE A – RECOGNITION**

A-1 The Hospital recognizes the Union as the sole and exclusive Bargaining Agent for all Registered Nurses and Nurses who hold Temporary or Provisional Certificates of Registration employed by the Hospital, engaged in nursing care save and except Nurse Managers and persons above the rank of Nurse Managers.

## **ARTICLE B – MANAGEMENT RIGHTS**

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

- (a) Maintain order, discipline and efficiency.
- (b) Hire, assign, retire, direct, promote, demote, classify, transfer, lay-off, recall, discharge, suspend or otherwise discipline employees, provided that a claim of discharge, suspension or discipline without just cause may become the subject of a grievance and be dealt with as hereinafter provided.
- (c) Determine, in the interest of efficient operation and highest standards of service, job qualifications, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for any service.
- (d) Determine the number of personnel required, the services to be performed and the methods, procedures, equipment and the type of Patient Focused Care to be used in connection therewith.
- (e) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. The Hospital will advise the Union of any changes in rules and regulations.

B-2 It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

## **ARTICLE C – REPRESENTATION AND COMMITTEES**

### **C-1 Unit Representatives**

There shall be seventeen (17) Unit Representatives as provided for in Article 6.02 (a). These seventeen (17) Unit Representatives will provide coverage for units within the Hospital as well as those units that are “off-site”.

<u>PROGRAMS</u>	<u>REPRESENTATIVE</u>
Mental Health	
▪ 1 West In-Patient	1
▪ Joseph Brant Community Mental Health Centre	1
Emergency, Diagnostic Imaging Services, Oncology, Nina's Place and GIMRAC	1
Obstetrics & Maternal and Child Services	
▪ Labour & Delivery	1
▪ MACU (includes Paeds/SCN & Combined Care)	1
Surgical Services	
▪ 5S100 (Orthopaedics)	1
▪ Operating Room & Post Anaesthetic Care	1
▪ 5S200 (General Surgery)	1
▪ Day Surgery Unit, Pre-Op Screening & Endoscopy Ambulatory Procedure Unit	1
Acute Medical Services	
▪ Intensive Care Unit	1
▪ 7S100	1
▪ 7S200	1
▪ 6S100	1
▪ 6S200	1
Rehab & Long Term Care Services	
▪ Acute Rehab	1
▪ Complex Care	1
▪ Transitional Care	1

C-2 Grievance Committee

There shall be a Grievance Committee as provided for in Article 6.02(b) composed of the Chairperson, the Bargaining Unit President and not more than six (6) employees, with no more than two (2) representatives from any one program and no more than five (5) at the table including the Grievance Chair and the Bargaining Unit President.

C-3 Hospital Association Committee

There shall be a Hospital Association Committee as provided for in Article 6.03 composed of the Chairperson, Bargaining Unit President, three (3) employees and five (5) Hospital Representatives.

Should either the Union or the Hospital wish to increase the number of members attending, the Chair of the party making the request must notify the Chair of the other party forty-eight (48) hours in advance.

Electronic Professional Responsibility Workload Report Forms (PRWRF)

The parties agree to use the electronic version of the ONA/OHA Professional

Responsibility Workload Report Form (PRWRF) at Appendix 6 of the Hospital Central Agreement.

The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.

Electronic PRWRFs may be sent, via email, to the applicable Manager or designate.

The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.

The union undertakes to get a copy of the electronic version signed by the employee(s).

The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a PRWRF proceed to an Independent Assessment Committee as per Article 8.01.

C-4 Negotiating Committee

There shall be a Negotiating Committee as provided for in Article 6.04 composed of the Bargaining Unit President and not more than four (4) employees.

C-5 Scheduling Committee

There shall be a Scheduling Committee comprised of four (4) members, one of whom shall be the Bargaining Unit President, who will be the Chairperson, and three (3) other members, one of whom may be part-time. There shall be four (4) representatives of the Hospital. Employees who are members of this committee shall suffer no loss of earnings for time spent during regular working hours for attending committee meetings. Where an employee attends a committee meeting outside of regularly scheduled hours, she or he will be paid for all hours spent in attendance at meetings at her or his regular straight time hourly rate. These hours will not result in any overtime or premium payment under the scheduling regulations of the collective agreement.

The Scheduling Committee shall be provided with a copy of all current master rotations no later than January 30<sup>th</sup> in each calendar year. Master rotations will not be altered without first meeting with the Union to discuss the proposed changes consistent with F5.

The Hospital will endeavor to provide the Scheduling Committee with a copy of the Holiday Season schedule, a minimum of two (2) weeks prior to posting, for review.

The purpose of the Committee is to assist Nursing Units in developing, reviewing or revising their work schedules and to make recommendations for change.

Employees in an area who wish to have their schedules reviewed, should make a request in writing to the Scheduling Committee. The request may be for either a 7.5 hour schedule or an Extended Tour Schedule or 4 on 5 off scheduling model.

C-6 Professional Development Committee

There shall be a Professional Development Committee as required by Article 9.02, composed of seven (7) Hospital representatives and seven (7) Union representatives.



The Hospital representatives are the Vice-President, Patient Care Services & CNE or designate, a Human Resources representative and five (5) others and the Union representatives are the Bargaining Unit President or designate and six (6) other employees.

C-7 Hospital Wide Orientation

The interview of newly hired employee(s) as required by Article 5.06 shall take place during the Hospital-wide orientation period. The length of such interview shall be a reasonable amount of time. The Hospital will advise the Bargaining Unit President or her designate of the date, time and location for such interview and the names of the new hires in advance of the interview.

C-8 Representatives Listings

- (a) The Union agrees to provide the Hospital with the names of the Employee Representative and Committee Members within thirty (30) days of being elected/appointed.
- (b) The Hospital will advise the Union of changes in nursing management personnel as soon as possible after the change.
- (c) The Hospital agrees to provide the Union with the current Hospital committee(s) membership list in January of each year.

**ARTICLE D – SENIORITY**

- D-1
- i) The posting and filing with the Union of the seniority list as provided for in Article 10.02 shall be filed in January and July of each year.
  - ii) All enquiries by an employee(s) regarding seniority shall be taken to Human Resources.

**ARTICLE E – UNION BUSINESS (LOCAL)**

E-1 Union Business Leave

Employees nominated by the Union to attend Union business not connected with this Agreement as provided for in Article 11.02 shall be granted time off without pay provided that:

- i) No more than Ten (10) employees at any one time;
- ii) The total days in any one (1) calendar year does not exceed one hundred and fifty (150); and
- iii) The number nominated does not exceed two (2) from any one (1) Area/Ward.

All such time off shall be requested in writing to the Manager, or designate, four (4)

weeks in advance, of the request and granted in writing within five (5) calendar days, except in cases of emergency.

**E-2 Bargaining Unit President**

The Bargaining Unit President shall be granted leave of absence with pay to a total of three (3) days (11.25 hour days) per month plus seven (7) additional flex days (11.25 hour days) per calendar year. These days will be scheduled on dates that have been scheduled for Hospital Association Committee meetings and Grievance Committee meetings. In months where the above Committees do not have a meeting scheduled and for the seven (7) flex days, the Bargaining Unit President shall advise the Hospital of the date(s) where the leave of absence is to be taken. The Bargaining Unit President shall be scheduled to work day shifts only, subject to the request of the Bargaining Unit President. The parties agree to review this each January to discuss any areas of concern.

**Grievance Chair**

The Grievance Chair shall be granted leave of absence with pay for two (2) days (11.25 hour days) per month to be scheduled on the dates Grievance Committee meetings plus two (2) additional flex days (11.25 hour days) for the purpose of Union business.

**E-3 Local Coordinator**

An employee elected to the position of Local Co-ordinator, will be granted leave of absence to attend to Union business in accordance with Article 11.02.

The first forty (40) days per year of leave will be provided over and above the bargaining unit leave days specified in E-1 (ii) above.

**ARTICLE F – HOURS OF WORK**

**F-1 APPLIES TO NORMAL EIGHT (8) HOUR TOUR ROTATIONS**

When developing the Normal Tour rotation (i.e. eight (8) hour tours) for employees' posted schedules the following scheduling regulations shall apply:

- (a) The Hospital shall schedule at least three (3) weekends off in six (6), but will endeavour to schedule one (1) weekend off in two (2). Should the employee be required to work the third consecutive weekend she shall be paid in accordance with Article 14.03. The premium rate shall apply for every subsequent weekend worked until a weekend off is scheduled save and except where:
  - i) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse, or;
  - ii) Such employee has requested additional weekend work and waived F-1 (a) above, on an ongoing and time-limited basis in writing with a copy to the Union; or

- iii) Such weekend is worked as the result of an exchange of tours with another nurse.
- (b) It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following completion of the Friday day shift until the commencement of the Monday day shift.  
  
It is understood that in the event an employee is scheduled off from the completion of the Thursday night shift (i.e. Friday morning) until the commencement of the night shift Sunday night, then this period of time off constitutes a weekend off as defined in this Clause.
- (c) Schedules may provide for more than five (5) consecutive tours of work but not more than seven (7) tours of work without days off. The Hospital will endeavour to keep split days off to a minimum. Should an employee work eight (8) or more consecutive tours, she shall be paid in accordance with Article 14.03 until days off are scheduled.
- (d) A period of no less than sixteen (16) consecutive hours off shall be scheduled between tours.
- (e) At least forty-eight (48) consecutive hours off shall be scheduled following the night tour, when changing to the day or evening tour.
- (f) Employees shall not be scheduled more than two (2) consecutive weeks on evenings, or two (2) consecutive weeks on nights in any six (6) week schedule. Employees may be scheduled more than two (2) consecutive weeks on day tour.
- (g) The employee will be scheduled to work all three (3) tours and the Hospital will endeavour not to schedule the employee more than fifty percent (50%) of the time on evening and night tours.
- (h) No employee shall be required to work more than two (2) different tours in one (1) week (a week defined as Monday through Sunday).
- (i) The parties agree that for the purposes of Article 13.01 (c), the regular daily tours for employees are averaged over the normal scheduling period for posted schedules, which is six (6) weeks.
- (j) Should the Hospital fail to comply with these scheduling regulations, the employee will be paid the premium pay as provided for in Article 14.03, except where such time worked has been requested by the employee.

F-2 APPLIES TO EXTENDED TWELVE (12) HOUR with SEVEN AND ONE HALF (7 ½) HOUR TOUR ROTATIONS

- (a) Employees working the extended tours shall be covered by the Collective Agreement except as amended in this Article.
- (b) Extended tours shall be introduced into any unit when:

- i) The Unit has requested the extended tour in accordance with the provisions of the Collective Agreement;
  - ii) Fifty-one percent (51%) of the employees voting so indicate by secret ballot; and
  - iii) The Hospital agrees to implement the extended tours as recommended by the Scheduling Committee; such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (c) Extended tours may be discontinued in any Unit when:
- a. Fifty-one percent (51%) of the employees voting so indicate by secret ballot; or
  - b. The Hospital states its intention to discontinue the extended tour in the schedule because of:
  - c. Adverse effects on patient care; or
  - d. Where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- (d) When written notice of discontinuation is given by either party in accordance with Article F-2(c) above, then:
- i) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - ii) Where it is determined that the extended tour will be discontinued, affected employees shall be given eighty four (84) days' notice before the schedules are so amended.

When developing the Extended Tour rotation (i.e. twelve (12) hour tours) for employees' posted schedules the following scheduling regulations shall apply:

(e) Break Periods

For the purposes of Article 13.02, there shall be a thirty (30) minute paid relief period scheduled between 0730 hours and 1130 hours. There shall be a thirty (30) minute unpaid meal period and a thirty (30) minute relief period (15 minutes paid and 15 minutes unpaid) scheduled between 1130 hours and 1900 hours.

For the purpose of Article 13.02 there shall be a thirty (30) minute relief period (15 minutes paid and 15 minutes unpaid) scheduled between 1930 hours and 2330 hours. There shall be a thirty (30) minute unpaid and thirty (30) minute paid relief period scheduled between 2330 hours and 0730 hours.

(f) Weekends

The Hospital shall schedule Full-Time employees on the Extended tours every second weekend off.

The Hospital shall schedule the employees on the Extended tours every second weekend off. Should the employee work the second weekend, she will be paid in accordance with Article 14.03 for the second and subsequent weekend worked until a weekend off is scheduled except where:

- i) Such weekend has been worked by a nurse to satisfy specific days off requested by such employee, or
- ii) Such employee has requested additional weekend work and waived F-2 (f) above, on an ongoing and time-limited basis in writing with a copy to the Union; or
- iii) Such weekend work is the result of an exchange of tours with another employee.

It is understood that a weekend is defined as a minimum of fifty-six (56) consecutive hours off work beginning no later than 1930 hours Friday of any scheduled weekend off.

(g) Tours

For employees working the extended tour, the Hospital will endeavour not to schedule to work more than three (3) consecutive tours. Should the employee be scheduled four (4) consecutive tours, the tours shall be two (2) day tours followed by two (2) night tours. Should an employee work five (5) or more consecutive extended tours, she shall be paid in accordance with Article 14.03 until days off are scheduled.

- (h) At least forty-eight (48) consecutive hours off shall be scheduled following the night tour when changing to day tours.
- (i) At least forty-eight (48) consecutive hours off shall be scheduled following three (3) consecutive tours or four (4) consecutive tours.
- (j) The parties agree that for the purposes of Article 13.01 (c), the regular daily tours for employees working extended tours are averaged over the normal scheduling period for posted schedules, which is six (6) weeks.

(k) Lieu Days

Lieu days for paid holidays will be scheduled and paid at 7.5 hours. Should the employee wish to take a "lieu day" on an extended tour, a request may be made to have the remaining hours (i.e., 7.5 hours paid – 3.75 hours remaining) scheduled as approved leave, time owing or vacation time.

Requests for lieu days for paid holidays shall be granted based on the

date of request prior to the schedule being posted. If more than one (1) of these requests occur on the same date, seniority will govern the granting of the request, based on the date the request was submitted. Requests will not be made more than one (1) year in advance.

F-3 APPLIES TO EXTENDED TWELVE (12) HOUR TOUR ROTATIONS WITH ELEVEN AND ONE QUARTER (11.25) HOUR DROP DAYS

- (a) The total extended twelve (12) hour tour schedule will only be implemented or discontinued in accordance with Article F-2 of the collective agreement.
- (b) For the purposes of the Schedule, a full time employee will be scheduled only extended tours, to a total of two hundred and twenty five (225) hours over the six (6) week schedule. It is understood that this is the equivalent of seventy five (75) hours every two (2) weeks over the length of the schedule and that this will result in uneven bi-weekly pays.
- (c) Paid Holiday lieu days will be scheduled as required by the collective agreement as seven and one half (7.5) hour tours. The lieu day tour will be scheduled on a scheduled extended tour. The employee will advise the manager how she/he wishes to be paid for the remaining three and three quarter (3.75) hours on that tour. She/he can take vacation time, time owing or approved leave.

F-4 APPLIES TO EXTENDED TOURS IN ACCORDANCE WITH THE 4 ON 5 OFF SCHEDULING MODEL

- (a) Employees working the 4 on 5 Off Schedule are covered by the Collective Agreement except as amended in this Article.

When developing the 4 on 5 Off Rotation for employees' posted schedules, the following scheduling regulations shall apply.

- (b) An employee working the '4 on 5 off' eleven point two five (11.25) hours extended tour schedule shall receive three (3) weekends off in a nine (9) week schedule. Premium will be paid, (as per Article 14.03) for all hours worked on weekends in excess of six (6) in a nine (9) week schedule, save and except where:
  - i) The weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - ii) The weekend is worked as a result of an exchange of tours with another employee.

For the purpose of this section, a weekend shall be defined as any period of fifty-six (56) consecutive hours off work that includes Saturday and Sunday.

- (c) No more than four (4) consecutive extended shifts shall be scheduled. The four (4) consecutive shifts will consist of two (2) eleven and one-quarter (11.25) hour days immediately followed by two (2) consecutive eleven and one-quarter (11.25)

hour nights followed by five (5) consecutive days off. Premium will be paid, as per Article 14.03, for a fifth (5<sup>th</sup>) tour and subsequent tours save and except where:

- i) The fifth (5<sup>th</sup>) extended tour is worked to satisfy specific requested days off requested by the employee; or,
  - ii) The fifth (5<sup>th</sup>) extended tour is the result of an exchange with another employee.
- (d) For part-time employee's pre-posted schedules, the four (4) consecutive extended tours must be followed by five (5) consecutive days off prior to returning to work a second (2<sup>nd</sup>) set of four (4) consecutive extended tours.

(e) Commitment Shifts

Full-time employees working the '4 on 5 off' extended tour schedule shall be scheduled for an additional three (3) eleven and one-quarter (11.25) hour tours (except in the areas where there are seven and one-half (7.5) hour tours available, employees will be scheduled an additional four (4) seven and one-half (7.5) hour tours). These additional shifts will be scheduled by the Hospital, during an employee's five (5) days off, in each calendar year and will be paid at the employee's regular straight time hourly rate of pay, regardless of any local or central provision that would provide for premium pay. These additional shifts will not be scheduled on weekends unless mutually agreeable with the employee. Employees working the "4 on 5 off" schedule with the additional tours set out in this paragraph, are considered to be full-time, as defined in the central provisions.

Additional shifts will not be scheduled as a fifth (5<sup>th</sup>) consecutive shift unless mutually agreeable by the Nurse.

It is understood that a scheduled commitment tour as noted in the Article cannot be taken as a vacation day.

It is understood that job share lines and temporary full-time lines will be scheduled for the additional tours outlined above.

(f) Job Share Positions

It is agreed that since Job Sharers are regular part time, they each receive the percentage in lieu, which includes Paid Holiday pay. In addition, the job sharers must work an additional 3 – 11.25 hour tours required by Article F-4 (e) of the collective agreement. The job sharers will decide among each other who will work the additional tours.

(g) Paid Holiday Lieu Days

It is agreed that in order for a Full-time employee to achieve full time hours over the course of a year on the 4 on 5 off schedule, the employee must take their lieu days for paid holidays on a day off. A request by the employee for paid Holiday Lieu days will be made in writing and submitted to central staffing, or designate,

within one (1) week of the corresponding schedule posting. These paid lieu days are in addition to the 3 – 11.25 hour days required by Article F-4 (e) of the collective agreement.

- (h) The parties agree that for the purposes of Article 13.01(c), the regular daily tours for employees working the 4 on 5 off extended tour scheduling model are averaged over the normal scheduling period for 4 on 5 off posted schedules, which is nine (9) weeks.
- (i) If a vacancy occurs in the 4 on 5 off scheduling model, the line will first be offered to the present full-time or job sharer partners in order of seniority prior to offering to Nurses transferring into the Unit.

#### F-5 Voting Procedure for Master Schedules

Introduction or discontinuation of the master schedule will be determined on a unit by unit basis. Master rotations will not be altered without first meeting with the Union to discuss the proposed changes. The process is as follows:

- (a) Where a master schedule is to be introduced or discontinued on a nursing unit, a vote shall be initiated where sixty-six and two thirds percent (66.66%) or more of the full-time and regular part-time nurses voting in the unit so indicate by secret ballot, conducted by the parties.
- (b) Where a new or revised master schedule is proposed, the following process shall be used to seek the input and recommendation of the employees:
  - i) A copy of the new or revised schedule shall first be reviewed by the scheduling committee.
  - ii) After approval by the scheduling committee the proposed master schedules shall be posted on the nursing unit for a period of two (2) weeks
  - iii) A standard feedback sheet for input and comments will be posted with the proposed schedules for all full-time and regular part-time ONA employees on the unit.
  - iv) The feedback sheet shall be created and provided by the parties.
  - v) Employee's participation in this process shall be encouraged
  - vi) All feedback regarding the proposed schedule shall be provided to the Bargaining Unit President and the Scheduling Committee for review and consideration prior to the master schedule being voted upon.
  - vii) A vote by secret ballot shall be conducted by the parties for a two week period.
  - viii) The ballots shall be counted in the presence of the Bargaining Unit President/designate and the Manager of the Unit.
- (c) Individual lines on the master rotation shall not be changed without first informing the employee affected and her or his immediate supervisor. Impact on already approved vacation and leave requests shall be reviewed by the employee and the manager to



reach a satisfactory resolution.

- (d) Where a master rotation schedule is changed due to a permanent long term layoff, or the addition of new full-time positions, the employees on the affected unit will be provided six (6) weeks' notice that their master rotation may be amended.

Where a master rotation schedule is changed pursuant to the above, individual scheduled rotations will be awarded on the basis of seniority.

- (e) The Manager will consider changes to and/or the introduction of a Master Schedule submitted by staff providing it meets the department's operational needs and is accepted by sixty six and two thirds percent (66.66%) of the staff on the unit.

The Employer will provide a minimum of twelve (12) weeks' notice of any change in the Master Schedule and a change will occur no more than once per calendar year. The Union recognizes that it is a Management Right to change the Master Schedule.

#### F-6 Exchange of Tours

- (a) Any request by an employee for an exchange of tour(s) in posted time schedules must be submitted to and approved by the Nurse Manager or Management designate in writing in the Request Book and must be co-signed by the employee willing to make the exchange before such request is implemented. The request must identify all of the shifts being exchanged. Nurses may exchange part shifts with another nurse but with no additional cost to the Hospital (i.e. eight (8) hour tour split between two (2) nurses will be paid at three and three quarters (3.75) hours for each half.
- (b) Granting of such request shall not in any event result in additional cost to the Hospital.
- (c) A granted or not granted reply shall be given to the employee(s) within forty-eight (48) hours if submitted between 0730 hours Monday and 1530 hours Friday and the approval of the exchange shall be noted on the current posted schedule.
- (d) In cases of emergency or between 1530 hours Friday and 0730 hours Monday or on a paid holiday, when the Manager is not available, the Manager on call shall give such approval.
- (e) Such requests shall not be unreasonably denied.

- F-7 (a) Employees requesting a specific tour on a permanent basis shall do so in a written letter and will be given consideration. The response will be provided by the Hospital in a written letter. Specific tour means a normal evening or night tour or an extended night tour only. This request will not be unreasonably denied.

Such arrangement will not be terminated without prior discussion with the employee in the presence of the Bargaining Unit President or her designate, at least six (6) weeks in advance of the schedule being changed.

- (b) An employee scheduled to work steady night tours, shall have her weekend off scheduled on a Friday and Saturday.
- (c) It is understood that an employee on a specific tour may be scheduled to the day tour for training, inservice, education and certification (i.e., DCA's), if the Hospital is unable to provide these on the employee's specific tour.

- F-8
- (a) Work schedules for Full-time and Regular Part-time employees will be posted at least four (4) weeks in advance of the week to which they apply.
  - (b) Changes to the posted schedule will be kept to a minimum and will be approved by the Nurse Manager or Service Director.

F-9 Holiday Season

These scheduling regulations may be waived between December 18th and January 10th so that all employees will receive five (5) or more consecutive days off at either Christmas or New Year's except for the following:

- (a) Provided that no employee is required to work more than two (2) consecutive weekends without a weekend off;
- (b) Provided that at least forty-eight (48) consecutive hours off are scheduled following scheduled night tours.
- (c) Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day and time off at New Year's shall include New Year's Eve, New Year's Day and January 2nd. It is understood that time off at Christmas shall begin at 0730 hours on Christmas Eve and time off at New Year's shall begin at 0730 hours on New Year's Eve. The Hospital will endeavour to schedule the night tour of December 23<sup>rd</sup> and 30<sup>th</sup> off.
- (d) The Hospital shall post a request list by September 1st of each year.
- (e) The Hospital must schedule the Full-time and Regular part-time employees off for Christmas one year and New Year's the next unless otherwise requested by the employee.
- (f) The Hospital will post the finalized holiday season schedule no later than November 1st of each year.
- (g) Article F-9 shall not apply to any area where employees normally work Monday to Friday and are not normally scheduled to work on paid holidays.
- (h) The Hospital will endeavour to continue to follow the master rotation during the Holiday Season as much as possible.
- (i) Employees may request their five (5) consecutive days off referred to in F-9 (c) to be scheduled to coincide with their religious holidays.
- (j) Commitment shifts will not be scheduled during this period, unless

requested by the employee.

- (k) No employee shall be required to work more than four (4) eleven point two five (11.25) hour consecutive tours in a row unless mutually agreed by the employee.

#### F-10 Equivalent Time Off or Time Owing Bank

- (a) In accordance with Article 14.09 of the Collective Agreement, where the employee chooses equivalent time off for overtime worked, such time off shall be taken within ninety (90) days at a mutually agreeable time, but before the end of the fiscal year.
- (b) For employees working on Units anticipated to have scheduled temporary closures during the fiscal year, equivalent time off shall be taken at a mutually agreeable time before the end of the fiscal year.

- F-11 (a) The two (2) paid relief periods, as provided for in Article 13.01(b) may be combined into one (1) paid relief period as directed by the Charge Nurse and/or Team Leader.
- (b) Should an employee be recalled to duty during her unpaid meal period, the unused meal period may be provided later in the tour. Should such unused meal period not be provided, the employee will be paid as per Article 13.01 (d).

#### F-12 Standby

In the event that standby is required in any Nursing Unit, the Union will be notified and the Hospital will meet with the Union thirty (30) days prior to its implementation.

At these meeting/meetings, the Hospital and the Union will develop guidelines on every Unit that requires Standby which encompasses the following principles:

- (a) Full-time and Regular part-time employees will self schedule standby according to the needs of the Unit.
- (b) Where the needs of the Unit have not been met with the self-scheduling, the Director/Nurse Manager will schedule standby in accordance with (c) below.
- (c) The Hospital will schedule standby on an equitable basis among the Regular part-time employees on the Nursing Unit.
- (d) Standby schedules for self-scheduling will be posted at the same time as the work schedule. Employees will have two (2) weeks to complete the self-scheduling process, then the Nurse Manager/Service Director has one (1) week to complete (b) and (c) above.
- (e) Employees scheduled for Standby will be provided with beepers.

- (f) Employees on Standby will only be called in to their own Unit.
- (g) Where an employee has been called in from Standby and worked the hours after 2400, such employee will not be required to work the day shift unless she/he does so by mutual agreement.
- (h) In the OR and PACU where standby has been a long standing practice, employees shall be assigned to standby following their evening shift.
  - (i) Employees on standby will only be called in to their own Units.
  - (ii) In the event the employee who has been assigned standby works additional hours immediately following the evening tour, or is called back to work from standby after completing the evening tour, she/he shall be allowed leave without loss of earnings for twelve (12) hours from the completion of the additional hours or call back until she is required to report for her next scheduled tour.
  - (iii) When a nurse is scheduled to work an evening shift and is also on standby at least forty-eight (48) consecutive hours off shall be scheduled following the evening tour when changing to the day or evening tour unless otherwise agreed to by the Nurse.

#### F-13 Regular Part-Time Commitment

- (a) Regular Part-time employees who are covered by this Article are as follows:
  - i) Regular part-time employees who have accepted a Job Sharing arrangement and who are covered by Article L; and
  - ii) Regular part-time employees who have made a commitment to be available for work on regular predetermined basis as follows:
    - one hundred and one and one quarter (101.25) hours of work over a six (6) week schedule.
    - fifty percent (50%) of the paid holidays including either the Christmas period or the New Year's period.
    - three (3) weekends in six (6),
    - available for work for all shifts.
- (b) Regular part-time employees as defined in F-13 (a) ii) above, shall be scheduled on availability starting with seniority, up to their commitment and according to the needs of the Unit. Regular part-time employees may submit availability up to two (2) months advance of the posted schedule for consideration. If a nurse has not indicated his/her availability in the manner prescribed by the Hospital, he/she shall be deemed to be available for all shifts until the schedule is posted. It is understood that a Job Sharer, referred to in Article K, shall always be deemed to have been

scheduled up to her/his commitment. The Hospital will first schedule all regular part-time nurses twenty-two and one-half (22.5) hours per pay period prior to scheduling up to commitment hours.

- (c) If all Regular Part-time on a given unit indicate non-availability for the same day or shift and have not met their commitment thus resulting in the Employer's inability to cover that shift, the shift will be offered to Job Sharers (when their partner is not scheduled) and then casual part-time Nurses. If JS or CPT are unable to cover, a RPT nurse from that unit will be scheduled on a rotating basis based on reverse seniority.

Additional Shift Scheduling (applies to pre-posted & posted schedules)

- (d) Any regular part-time employees who have not been scheduled up to their commitment will be offered additional tours based on availability starting with seniority up to their commitment.
- (e) Regular part-time employees who wish to work beyond their commitment shall be offered additional tours as they become available in the following order;
1. Availability starting with Seniority on their own Unit,
  2. Availability starting with Seniority on other Units (these Nurses may only be offered shifts on this Unit once their home Unit schedule has been posted,
  3. Job Sharers will be offered additional tours only when their partner is not working based on availability starting with Seniority, and
  4. When regular part-time employees are not available, then casual part-time employees shall be offered shifts based on availability with seniority.
  5. Job Sharers when their partner is working based on availability starting with seniority.
- (f) A refused shift where a nurse has indicated availability is deemed to be an offer of work.
- (g) For shifts ten (10) days or less, a shift will be deemed to be offered whenever a call is placed.
- For shifts more than ten (10) days out (where the Nurse has indicated availability) a call will be placed and there will be a two hour wait time allowing the Nurse to respond prior to moving on to the next call.
- (h) Casual part-time nurses will be offered shifts based on availability starting with seniority where no RPT nurses are available. Shifts will be offered on a fair and equitable basis amongst the units casual part-time nurses.
- (i) It is understood that the Hospital will not be required to offer tours, which would

result in overtime premium pay.

- (j) A regular part-time employee who, over a six (6) month period of time, fails to meet the predetermined commitment referred to in Article F-13 (a) and the availability calendar referred to in F-13 (c) above, will be notified of such in writing by the Hospital. A copy of the written notification will be sent to the Local Union. If after six (6) months following the date of the written notification, the employee continues to fail to meet said commitment, it is understood that employee will be deemed a casual employee and will be notified of such in writing by the Hospital.

F-14 Casual Part-Time Employees

The following Articles do not apply to Casual Part Time Employees (unless they are specifically referenced):

Article F-1 (a, b, d, e, f, g, h, i)  
 Article F-2 (a, b, c, d, f, g, h, i, j, k)  
 Article F-3  
 Article F-4  
 Article F-5  
 Article F-7  
 Article F-8  
 Article F-9  
 Article F-13  
 Article H - reference to seniority only.

F-15 Tours of Less than 7.5 Hours

No regular part-time employee will be scheduled to work solely on tours which are comprised of tours less than 7.5 hours in any pay period, except where such arrangements are agreed to by the employee.

The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a reasonable level.

F-16 Overtime/Premium Payment

When the Hospital determines that an overtime tour must be offered, it shall be offered to the senior employee within the Unit who will incur the least amount of premium pay. Overtime tours will be offered on this principle and will be offered on a rotating basis.

F-17 In service

The Hospital agrees that employee(s) shall not be scheduled in service on their scheduled day(s) off unless mutually agreed between the employee and the Hospital.

F-18 Reassignment

If the Hospital has determined that a reassignment of an employee is necessary in a Unit or area of the Hospital, the following process will apply, subject to number 5 below:

1. Employees on the Unit on that shift will be asked if anyone is interested in volunteering for the reassignment. If only one employee volunteers, she will be reassigned. If more than one employee volunteers for reassignment, the senior employee on the Unit on that shift volunteering for reassignment shall be reassigned.
2. If no volunteer, an employee who is not a regular employee on that Unit will be reassigned.
3. If 1 and 2 above has not resulted in an employee to reassign, then the Casual status employee on that Unit on that shift shall be reassigned.
4. If 1, 2 or 3 above has not resulted in an employee to reassign, then the Part-time status employee on that Unit on that shift shall be reassigned.
5. In accordance with Article 10.06 (g) of the collective agreement, it is understood that employees who volunteer or who are designated for reassignment, will only be reassigned if they are qualified to perform the available work in the Unit or area where the reassignment is to occur. If the employee who volunteers or who is the most junior on the Unit is not qualified to perform the available work in the Unit or area where the reassignment is to occur, then the next volunteer (if any) or the next most junior employee will be designated for reassignment in collaboration with the team leaders. The Patient Care Services Director/Manager or Manager on call will make the determination of whether or not the employee is qualified for reassignment, "taking into consideration the skill mix required on the Unit at the time and the employee's knowledge and ability."

## **ARTICLE G – PAID HOLIDAYS**

G-1 The following shall be recognized as paid holidays as provided for in Article 15.01:

New Year's Day/January 1st	Civic Holiday
Family Day in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (Second
Victoria Day	Monday in November)
Canada Day/July 1st	Christmas Day/December 25th
	Boxing Day/December 26th

- G-2 (a) For employees working the normal daily tour as defined in Article 13.01, the tour that begins or ends during the twenty-four (24) hours period of the above holiday, where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.
- (b) For employees working the extended tour, the employee(s) shall be paid for actual hours worked on the holiday.

### **G-3 Lieu Day Requests (Full-Time Only)**

When an employee is entitled to a lieu day as provided for in Article 15.06, such lieu day will be taken within thirty (30) days prior to or ninety (90) days following the date on

which the holiday was observed, to be taken on a date mutually arranged between the employee and the Hospital as follows:

- (a) The employee may request their preference for a lieu day. Such request shall be in writing in the Request Book at least one (1) week prior to the posting of the work schedule. Replacing staff for such requested lieu day off shall be the responsibility of the Hospital.
- (b) The Hospital will schedule lieu days for employees who have not indicated their preference within the time limits as outlined above.
- (c) The Hospital will endeavour to accommodate employee's requests for changing the date of a lieu day which arise after the work schedule has been posted.

**G-4 Full-Time and Part-Time (excluding Registered Nurses working DDNN Rotations)**

- (a) If an employee is scheduled off on a Saturday and Sunday, when either the adjoining Friday or Monday is a paid holiday, the Hospital will schedule the holiday off.
- (b) If an employee is scheduled to work on Saturday and Sunday, when either the adjoining Friday or Monday is a paid holiday, the Hospital will schedule the employee to work on the holiday.
- (c) Master rotations may be changed in order for the Hospital to be able to accommodate G-4 (a) and G-4 (b).
- (d) An employee will request in writing to the Nurse Manager, if the employee wishes to amend the above provision for a specific holiday.

**G-5** The Hospital will endeavour not to schedule employees to work more than one-half ( $\frac{1}{2}$ ) of the above holidays.

**ARTICLE H – VACATION**

- H-1 (a) For the purpose of computing vacation entitlement and vacation pay, the vacation year shall be deemed to commence May 1st of any year and to end on April 30th of the following year. Vacation earned during any single vacation year must be taken during the immediately subsequent vacation year.
- H-2 (a) Vacations will be scheduled at such time of the year considering the wishes of both the employee and the Hospital. In scheduling vacations in each Nursing Unit or area, request for vacation by employees performing similar duties shall be given consideration in accordance with the employee's seniority, provided that:
  - i) Employees indicate their preference for the forthcoming Winter and Spring vacation, on a list posted by the Hospital, by August 1st until September 25th of each year. The approved vacation will be posted by October 10th, and



- ii) Employees indicate their preference for the forthcoming Summer and Fall vacation on a list posted by the Hospital, by January 3rd until March 1st of each year. The approved vacation will be posted by April 1st.
  - iii) Requests for vacation between December 18th and January 10th will be considered on an individual basis by the Hospital. Such requests shall not be unreasonably denied. It is understood that the Hospital may not grant the usual number of vacation requests during this period due to the requirements for scheduling time off contained in Article F-9 – Holiday Season.
- (b)
    - i) Once posted, vacations will be changed only with the approval of the Hospital and the agreement of the nurse.
    - ii) Vacation requests outside of the posting procedure will be approved on a first come, first served basis.
    - iii) Requests to reschedule or cancel vacation must be provided to the manager, for consideration, at least two (2) weeks prior to the posting of the schedule. Such request shall not be unreasonably denied.
- (c) Vacation requests that are granted as per Article H-2 (a) will be considered as approved vacation if an employee is transferred to another Nursing Unit/Ward as a result of a posting or as a result of restructuring as provided for in Article 10.13 or a request for transfer from full-time to part-time as provided for in Article 10.07.
  - (d) In cases of conflict, seniority shall apply.
  - (e) Should the Hospital temporarily close a Nursing Unit or area, employees may request to use vacation days for the period of closure.
  - (f) If an employee has not requested / scheduled their annual vacation, the Hospital will schedule a meeting with the employee before January 31<sup>st</sup>, to schedule the remaining vacation prior to April 30<sup>th</sup>.
- H-3 In scheduling vacations in a Nursing Unit or area, the number of full-time nurses and part-time nurses granted vacation shall be determined separately. In cases of conflict, full-time nurses shall receive vacation based on their seniority and part-time nurses shall receive vacation based on their seniority.
  - H-4 The Hospital will schedule either the weekend preceding or the weekend following a request for five (5) days' vacation as days off unless the employee requests otherwise. The employee will indicate which weekend she prefers when requesting her vacation. This Article shall only apply to employee(s) working a seven and one-half (7½) hour tour.

## **ARTICLE I – MISCELLANEOUS**

- I-1 The Hospital will provide a bulletin board and a locked mailbox for the Union in an agreed upon location. The Hospital reserves the right to remove any material contrary to the Hospital's mission, vision and values. The Hospital shall not exercise this right in a manner that is unreasonable.

- I-2 (a) "All employees will be paid by direct deposit. Statement of earnings information will be available through a standardized electronic payroll system (i.e. ePost) and will include a statement of gross salaries and itemized deductions." Should an employee enrolled encounter a system error that the provider of the electronic payroll system is unable to resolve, the employer will provide a statement of earnings within three (3) business days.
- (b) Part-time employees shall receive their vacation pay on the first full pay period in May on a separate cheque and in accordance with I-2 (a).
- (c) Employees have the ability to access and print their statement of earnings information in the workplace.
- I-3 Upon giving the required notice in writing to the Department Head, employees may receive on their last pay preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation in accordance with Administrative Policy.
- I-4 The Hospital will advise each employee, in writing, by March 31st of each year, the amount of accumulated sick leave credits still standing to her credit, in accordance with Article 12.08.
- I-5 The Hospital will meet with the Union to discuss their intent to increase parking fees in excess of five percent (5%) prior to the implementation of the increase. Such proposed increase shall not be brought forward more often than once per fiscal year.
- I-6 The Bargaining Unit President shall receive copies of all correspondence and any memo(s) interpreting the Collective Agreement between the Hospital and the Local Union.
- I-7 An employee who receives tuition reimbursement from the Hospital in accordance with the Hospital's Continuing Education Policy for a University Degree, College Diploma or Certificate program and the employee terminates her/his employment within three (3) months of receiving the Degree, Diploma or Certificate, will reimburse the Hospital for any Hospital paid portion of tuition costs during the twelve (12) months prior to resignation. The employee will pay this amount by cheque or through payroll deduction withholding on the employees final pay cheque.
- I-8 When a nurse, in the exercise of her/his duties, suffers damage to his/her personal belongings as a result of patient action (uniforms, contact lenses, eyeglasses or other technical aides required to perform nursing duties) the Hospital will replace or repair such belongings upon claim by the nurse to their supervisor.
- The parties agree to discuss and devise a process/protocol for the identification/rationalization and timely reimbursement of the above mentioned claims.
- I-9 The Hospital will supply scrubs to nurses whose uniform becomes contaminated while at work.
- I-10 Notification of Successful Applicants

The parties agree that any successful candidate for an ONA job posting will be so

notified within one week, in writing. ONA will be provided a copy of successful candidates at the same time.

#### Notification of Unsuccessful Applicants

The parties agree that any unsuccessful candidate for an ONA job posting will be so notified, in writing within a reasonable period of time.

- I-11 The Hospital will maintain Physical Demands Analysis (PDA) for clinical Units. PDAs will be reviewed and amended as required.

### **ARTICLE J – ATTENDANCE AT COURSES**

- J-1 In order to facilitate attendance at recognized nursing courses or programs, the Hospital and the employee will mutually agree to schedule changes.

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

- K-1 Pursuant to Article 11.11(c) of the Central Agreement, it is agreed that no more than a total of fifteen (15) employees (full-time and part-time) may be absent at any one time, with no more than one (1) employee absent from any one Unit.

### **ARTICLE L – JOB SHARING**

- L-1 Only full-time positions shall be considered for job sharing.
- L-2 Total hours worked by the job sharers shall equal one (1) full-time position and shall conform with the scheduling provisions of the Full-Time Collective Agreement and the Master Rotations.
- L-3 The division of the full-time hours shall be determined by the job sharers and provided to Central Staffing, or designate prior to the posted schedule. If the job sharers are unable to agree, the Manager shall assign the tours.
- L-4 Vacant Full-time positions will not be posted as Job Share positions.
- L-5 Each job sharer may exchange shifts with her partner, as well as with other employees as provided for by Article F-6.
- L-6 Job sharers shall have the right to determine which partner works on scheduled paid holidays.
- L-7 Job sharers shall only be required to work the number of paid holidays that the full-time master rotation is required to work:
- L-8 Coverage
- i) It is expected that both job sharers will cover each other's incidental illnesses and vacation. If, because of unavoidable circumstances, one cannot cover the other, the

Nurse Manager/Service Director must be notified to book coverage. Job Sharers are not required to cover for their partner in the case of prolonged or extended absences. Job sharers shall be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on tours when neither job share partner is scheduled and where such would not result in premium payment.

When the job sharers cover one another for vacation, they shall not form part of any vacation quota in their nursing area.

ii) Vacation, Maternity Leave and other Leaves pursuant to Article 11 of the Central Agreement

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence exceeding thirty (30) days, the remaining partner has the option of covering all of the absent partner's shifts for the duration of the absence. If the employee is unable to cover the entire leave of absence she or he must inform the Nurse Manager/Service Director of her or his intentions to cover all of the absent partner's shifts at least two (2) weeks prior to the posting of each schedule. If the employee cannot cover for her or his partner, the vacancy will be offered to the most senior regular part-time employee.

L-9 Implementation

When a position is to become a Job Share position, the following procedure shall apply:

- (a) An incumbent full-time employee wishing to share her position may do so without having her half of the position posted. The other half of the job sharing position shall be posted and filled in accordance with the Collective Agreement.
- (b) If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant, the remaining employee shall be offered the full-time position. If she does not accept the full-time position, such position will be posted as a full-time position, and she shall transfer to a Regular part-time position with the understanding of a grandfathered .5 status as per Article F-13 (a) i) for one year period from the termination of the job share.
- (c) The Hospital and the Union agree to discuss the number of Job Share positions in any unit.

L-10 Discontinuation

The Union or the Hospital may discontinue the job sharing arrangement with ninety (90) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary. If the decision to discontinue the Job Sharing arrangement is upheld, then the full-time position shall be offered to the original owner of the full-time position, if any, prior to it being posted as a full-time position as per Article 10.07.

## **ARTICLE M – SHIFT AND WEEKEND PREMIUM**

M-1 For the purpose of computing the shift premium as defined in Article 14.10 the:

- i) Evening tour shall be:
  - (a) 1530 hours - 2330 hours
- ii) Night tour shall be:
  - (a) 2330 hours - 0730 hours

M-2 For the purpose of computing the weekend premium as defined in Article 14.15 the weekend shall be between Friday 2330 hours and Sunday 2330 hours.

## **ARTICLE N – REPORTING SICK TIME/PERSONAL L.O.A./AND/OR WSIB**

### Reporting Off Duty

- N-1
- (a) When reporting off ill, the employee notify the designated area as to the cause of absence ie: ill / personal /WSIB.
  - (b) For the night tour of duty – the call must reach the designated area five (5) hours in advance of the start of the tour.
  - (c) For the evening tour of duty - the call must reach the designated area five (5) hours in advance of the start of the tour.
  - (d) For the day tour of duty – the call must reach the designated area one (1) hour in advance of the start of the tour.
  - (e) The Hospital may request the employee to produce a doctor's certificate for absences that exceed 3 days, at the Hospital's expense.

### Returning to Work

- N-2 In order to plan for appropriate patient care, the employee must provide the following minimum notice of a return to work:
- (a) At least twelve (12) hours before the commencement of the day tour, and
  - (b) At least six (6) hours before the evening tour and eight (8) hours before the night tour.

Earlier notification is appreciated.

N-3 The designated areas for calling in as referred to in N-1 and reporting to work in N-2 for all employees shall be their respective departments except for the following:

- (a) All employees working in Nina's Place, the Operating Room and Post Anaesthetic Care Unit shall notify switchboard if the call is placed between 2300 hours and 0730 hours.
  - (b) All employees working in Day Surgery, Pre-operative Screening and Endoscopy and the Ambulatory Patient Unit (APU) shall notify switchboard if the call is placed between 2000 hours and 0630 hours, weekends and paid holidays.
- N-4 It shall be the employee's responsibility to keep the Hospital informed of his/her progress and status regarding return to work. If the employee's illness / absence from work exceeds five (5) scheduled work days, the employee may be required to provide bi-weekly updates to the Occupational Health office regarding progress and status regarding return to work. The Occupational Health office and the employee may agree to a different timetable than the above. It is also understood that where an employee is absent from work followed by a period of days off, the immediate supervisor may call the employee at home when the employee does not advise the Hospital by 1200h the day prior to her next scheduled tour, whether she is returning to that tour or not.

### **ARTICLE O – MODIFIED WORK**

- O-1 (a) Prior to any nurse returning to work on a modified work program, the Hospital will notify and meet with the O.N.A. Return to Work representative and the nurse to discuss the circumstances surrounding the nurse's return.
  - (b) The Hospital agrees to provide the Union with a copy of the Workers' Safety and Insurance Board's Form-7, (Employer's Report of Accidental Injury or Industrial Disease) at the same time it is sent to the Board.
- O-2 The Hospital will notify the Bargaining Unit President of the names of all the nurses who go off work due to a work related injury or at the time of application for L.T.D. benefits. The Hospital agrees to inform the ONA Return to Work representative of the name of a nurse who requires accommodation or a modified work program.

When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability the hospital will notify and meet with the ONA Return to Work representative and the nurse to discuss the circumstances surrounding the employee's return to suitable work.

### **O-3 Return to Work**

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

To that end, the Hospital and the Union agree to cooperate in facilitating the return to work of disabled employees.

- (a) A disabled nurse who is ready to return to work will provide the Occupational Health Service with medical verification of his/her ability to return to work including information regarding any restrictions.

- (b) When a returning nurse is in need of a permanent accommodation the Hospital will notify the Bargaining Unit President and will provide the information obtained under (a) above.
- (c) As soon as practicable the employee, Union representative (the ONA Return to Work representative, Occupational Health representative, and the manager (Return to Work Team – RTW Team) will meet with the affected nurse to create and recommend a return to work plan.  
  
If the Union representative attends meetings on her day off, she/he 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.
- (d) In creating a return to work plan, the RTW Team will examine the disabled nurse's abilities and accommodation needs to determine if the nurse can return to his/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.
- (e) In creating a return to work plan, the RTW Team will consider the nurse's abilities and accommodation needs, and if the nurse is unable to return to work in accordance with article (d) above, the team will identify any positions in the Hospital in which the nurse may be accommodated.
- (f) The RTW Team 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 (d) and (e) 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.
- (g) The RTW Team will monitor the status of accommodated nurses and the status of Nurses awaiting either temporary or permanent accommodation.
- (h) Alternative Placements

- i) Before posting, the Hospital and 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 his/her home unit in accordance with article (d).
- ii) If a vacancy is identified as suitable for accommodation purposes, the parties may recommend holding the posting and convene a meeting of the parties 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 his/her original position in the foreseeable future.
  - c) The Hospital shall fill the disabled nurse's home position by posting a permanent vacancy in accordance with the job posting provisions of the Collective Agreement.
  - d) Filling of a disabled nurse's home position does not remove the Hospital's duty to accommodate that nurse.

## **ARTICLE P – WORKPLACE SAFETY AND INSURANCE BOARD/MODIFIED WORK**

The Hospital and the Union both recognize their obligations in facilitating the early and safe return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process:



1. a) Confirmation of the time, place, and date of meeting to discuss the Modified Work Program will be in writing sent to the Bargaining Unit President or designate at least seventy-two (72) hours in advance. Where a shorter time period is necessary to return an injured employee to modified work, the Hospital will contact the Bargaining Unit President or designate for a mutually agreed time to meet. The agreed to modified work program shall be signed by the Hospital, the Bargaining Unit President or designate and the returning employee prior to the commencement of the program.
- b) The Hospital will advise the Union of offers permanent accommodation within or outside the bargaining unit.
2. The Hospital agrees to supply the Union with a copy of the Workplace Safety and Insurance Board's Form 7 (Hospitals Report of Accidental Injury or Industrial Disease) at the same time as it is being sent to the Board.
3. The parties agree that Joseph Brant Hospital is a leader with respect to the use of safety engineered sharps and it will continue to introduce safety-engineered sharps into all areas of the Hospital.
4. The Hospital in consultation with the Joint Health and Safety Committee (JHSC) shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices and training for the health and safety of employees.
5. The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses.
6. The Hospital will notify the Bargaining Unit President or designate of the names of all employees off work due to a work related injury (whether or not the employees are in receipt of WSIB Benefits) and those on LTD by the 15<sup>th</sup> of each month.

#### **ARTICLE Q – VIOLENCE**

- (a) The Hospital agrees that no form of verbal, physical, sexual, racial, or other abuse of nurses will be condoned in the workplace.
- (b) The Hospital agrees to have in place policies and procedures to deal with violence in the workplace. The policies will address the process for dealing with violence and the prevention of violence in the workplace.
- (c) Any nurse who encounters such acts of violence in the workplace shall report the incident to his/her immediate supervisor.
- (d) The Hospital will ensure that there is a procedure in place to report all incidents of violence to the Joint Occupational Health and Safety Committee.

- (e) The Hospital will inform the Bargaining Unit President within two (2) business days of any nurse who has been assaulted while performing his/her work.
- (f) The Hospital will reimburse the nurse for damages incurred to the nurses' personal property such as eyeglasses, ripped uniforms or personal clothing as a result of being assaulted while performing his/her work.
- (g) The Hospital agrees to offer non-confrontational crisis intervention education.
- (h) It is recognized that where preventative measures have failed to prevent violent incidents, counselling and support must be available to help victims recover from such incidents.

Signed at Burlington, Ontario, this 21<sup>st</sup> day of March, 2019.

FOR THE HOSPITAL

FOR THE UNION

Colleen Young

Tam Gallagher

Erin Jamieson

Marianne Fletcher

Julie Robinson

Susan Ruttle

Geoff Wood

Sarah James

\_\_\_\_\_

Tressa Morrish

\_\_\_\_\_

Barbara Foster

**LETTER OF UNDERSTANDING**

between

**JOSEPH BRANT HOSPITAL  
("the Hospital")**

and

**ONTARIO NURSES' ASSOCIATION  
("the Union")**

Re: TEN (10) HOUR TOUR ROTATION SCHEDULE FOR BRANT COMMUNITY MENTAL  
HEALTH CENTRE

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The following applies to Ten (10) Hour Tour Rotations at the Brant Community Mental Health Centre only

- (a) Employees working the ten (10) hour tour rotations are covered by the Collective Agreement except as amended in this Article.
- (b) The procedures for the introduction or discontinuance of ten (10) hour tour rotations will be the same as for Extended Tour Rotations outlined in Article F-2, with the understanding that should the schedule have a monetary impact, Article F-4 (2) shall apply.
- (c) Hours of Work

A regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37½) minutes unpaid meal time.

Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37 ½) minutes.

When developing the Ten (10) Hour Tour Rotation for employees' posted schedules the following scheduling regulations shall apply.

- (d) Employees shall not be scheduled to work more than for (4) consecutive 9.375 hour tours. Should an employee work more than four (4) consecutive tours, she/he shall be paid in accordance with Article 14.03 for all hours worked on the fifth (5<sup>th</sup>) and subsequent consecutive tours until time off is scheduled.
- (e) The Hospital will schedule employees on the ten (10) hour tour rotation every second weekend off.

Should an employee work a second consecutive weekend, she/he will receive premium pay in accordance with Article 14.03 for the second consecutive and subsequent weekend worked until a weekend off is scheduled except where:

- i) Such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - ii) Such an employee has requested additional weekend work and waived (e) above on an ongoing and time-limited basis in writing with a copy to the Union; or
  - iii) Such weekend is worked as a result of an exchange of shifts with another employee.
- (f) The Brant Community Mental Health Clinic is the only area working the ten (10) hour tour rotation.

**LETTER OF UNDERSTANDING**

**between**

**JOSEPH BRANT HOSPITAL  
("the Hospital")**

**and**

**ONTARIO NURSES' ASSOCIATION  
("the Union")**

**Re: SPACE FOR THE UNION**

The Hospital agrees that it shall provide locked office space for the Union. The office shall have internet access provided by the Hospital.

**LETTER OF UNDERSTANDING**

**between**

**JOSEPH BRANT HOSPITAL  
("the Hospital")**

**and**

**ONTARIO NURSES' ASSOCIATION  
("the Union")**

**Re: HYBRID SCHEDULING**

The parties hereto agree to the following language regarding the maintenance of Hybrid Scheduling in only the Emergency Department of the Hospital.

**1. SCHEDULING**

The Hybrid Schedule shall comply with the scheduling regulations for normal ( 8 hours) and extended (12 hours) tour rotations for nurses' posted schedules as outlined in Article F of the Local Appendix of the collective agreement.

The Hybrid Schedule shall be the schedule which is approved by the Scheduling Committee, which currently is in effect, and shall be deemed to comply with the scheduling regulations discussed above. It is understood that the Hybrid Schedule may be changed from time to time and that any proposed changes will be reviewed by the Scheduling Committee in accordance with Article C-5 of the collective agreement.

**2. SCHEDULING REGULAR PART TIME NURSES**

The scheduling of Regular Part-time staff shall be as per the Collective Agreement, Article F-13 and the Short Term Staff Replacement Policy.

If the senior available nurse to be called for a tour has indicated an availability for a short tour and the tour is an extended tour, the nurse will be skipped so as to avoid overtime and the tour offered to the most senior nurse available for an extended tour. These hours missed by the senior nurse will not be deducted from her one hundred and one and a half (101.5) hour commitment.

If the available tour is an extended tour and no nurse is available to fill the extended tour i.e.) there is no "match" between availability and tour length, the tour shall be filled by offering the senior available nurse an eight (8) hour tour. The remaining four (4) hours will first be offered to supplement a nurse who may already be scheduled. If the four (4) hours are worked by an eight (8) hour nurse, the hours will be paid at the rate of time and one-half (1 1/2x).

**3. VACANCIES AND JOB POSTING**

When a permanent full-time vacancy occurs in the Emergency Department, it shall be posted in accordance with Article 10.07 of the Collective Agreement and for the tour length and type which is vacated on the schedule.

For purposes of clarity, should the vacated line be a normal tour line (8 hours), the position will be posted as a normal tour position and if it is an extended tour line (12 hours) it will be posted as an extended tour position. This information will be included on the Job Posting.

If there are no applicants to the Job Posting, the Hospital may change the tour length and type, after discussion with the Union, and based on the operational needs of the Department.

**LETTER OF UNDERSTANDING**

**between**

**JOSEPH BRANT HOSPITAL  
("the Hospital")**

**and**

**ONTARIO NURSES' ASSOCIATION  
("the Union")**

**Re: FILLING OF TEMPORARY JOB VACANCIES**

Should a Unit/Program be unable to fill a temporary vacancy in accordance with Article 10.07(d) and the Nurse Manager/Director in her/his discretion determines to fill the temporary vacancy with an employee from outside the Unit/Program, then, full time employees may express interest to fill the vacancy and will be considered in the same manner as regular part time employees as per Article 10.07(d).



**LETTER OF UNDERSTANDING**

**between**

**JOSEPH BRANT HOSPITAL  
("the Hospital")**

**and**

**ONTARIO NURSES' ASSOCIATION  
("the Union")**

**Re: SELF-SCHEDULING**

The parties agree to discuss the feasibility of self-scheduling guidelines. Any self-scheduling schedules will follow the applicable scheduling conditions outlined in Article F- Hours of Work.

**LETTER OF UNDERSTANDING**

**between**

**JOSEPH BRANT HOSPITAL  
("the Hospital")**

**and**

**ONTARIO NURSES' ASSOCIATION  
("the Union")**

The parties agree to enter into this Letter of Understanding on a temporary basis for the Endoscopy Unit only. The parties understand and agree that the introduction of ten (10) hour tours into the Endoscopy Unit is only made possible by the Ministry of Health and Long Term Care providing one time Wait Time Strategy Funding to the Hospital. Should the one time funding not continue, the ten (10) hour tour schedule may have to be discontinued. Should the one time funding be made permanent, the parties agree to meet to discuss continuing or discontinuing this agreement.

Re: TEN (10) HOUR TOUR ROTATION SCHEDULE FOR THE ENDOSCOPY UNIT

The following applies to Ten (10) Hour Tour Rotations in the Endoscopy Unit only

- (a) Employees working the ten (10) hour tour rotations are covered by the Collective Agreement except as amended in this Article.
- (b) The procedures for the introduction or discontinuance of ten (10) hour tour rotations will be the same as for Extended Tour Rotations outlined in Article F-2, with the understanding that should the schedule have a monetary impact, Article F-5 (2) shall apply.
- (c) Hours of Work  

A regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37½) minutes unpaid meal time.

Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37 ½) minutes.

When developing the Ten (10) Hour Tour Rotation for employees' posted schedules the following scheduling regulations shall apply.
- (d) Employees shall not be scheduled to work more than for (4) consecutive 9.375 hour tours. Should an employee work more than four (4) consecutive tours, she/he shall be paid in accordance with Article 14.03 for all hours worked on the fifth (5<sup>th</sup>) and subsequent consecutive tours until time off is scheduled.
- (e) The Hospital will schedule employees on the ten (10) hour tour rotation every second weekend off.

Should an employee work a second consecutive weekend, she/he will receive premium pay in accordance with Article 14.03 for the second consecutive and subsequent weekend worked until a weekend off is scheduled except where:

- i) Such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - ii) Such an employee has requested additional weekend work and waived (e) above on an ongoing and time-limited basis in writing with a copy to the Union; or
  - iii) Such weekend is worked as a result of an exchange of shifts with another employee.
- (f) The Endoscopy Unit is the only area working the ten (10) hour tour rotation within Surgical Services.

## LETTER OF UNDERSTANDING

Between

**JOSEPH BRANT HOSPITAL**  
 (“the Hospital”)

and

**ONTARIO NURSES UNION**  
 (“the Union”)

Re: REGULAR PART TIME 2

Whereas the Parties have agreed to introduce a Regular Part Time position with a different commitment level, called Regular Part Time 2 for a trial period for the length of this current collective agreement. At that time, if this agreement is not renewed, the parties agree to meet to discuss the dissolving of the Regular Part Time 2 Positions.

1. All RPT 2 positions will be posted and positions will be filled according to the collective agreement.
2. Regular Part-time 2 employees who have made a commitment to be available for work on regular predetermined basis as follow:
  - i. Is available to work sixty-seven and one half (67.5) hours of work over six (6) week schedule
  - ii. Is available two (2) weekend in six (6)
  - iii. Is available to work fifty percent (50%) of the paid holidays including either the Christmas period or the New Year’s period
  - iv. Is available to work all shifts
3. Scheduling of Regular Part-time 2:
  - i. The hospital agrees to schedule RPT 2 equitable up to their commitment on the posted schedule of the unit.
  - ii. All RPT nurses shall be scheduled up to their committed hours before any RPT2 nurses are utilized. When all RPT and RPT 2 nurses have reached their commitment in the six (6) week period unscheduled hours will be offered as per Article F-13.
  - iii. For the purpose of unscheduled hours, RPT 2 will be treated as a RPT and be offered shifts per Article F-13.
  - iv. RPT 2 nurses will not be scheduled exclusively on weekends without their consent.
4. The ratio of Regular Part time nurses to Regular Part time 2 nurses will be no more than eighty percent (80%) RPT lines to twenty percent (20%) RPT 2 line hospital-wide. If the Hospital cannot maintain this ratio, the parties will meet to discuss.

The attached Letters of Understanding are agreed to by the Parties.

Signed at Burlington, Ontario, this 21<sup>st</sup> day of March, 2019.

FOR THE HOSPITAL

FOR THE UNION

Colleen Young

Tam Gallagher

Erin Jamieson

Marianne Fletcher

Julie Robinson

Susan Ruttle

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