

**LOCAL PROVISIONS**

Between:

**LAKERIDGE HEALTH CORPORATION**  
(hereinafter referred to as the “Employer”)

And:

**ONTARIO NURSES’ ASSOCIATION**  
(hereinafter referred to as the “Union”)

**Expiry Date: March 31<sup>st</sup>, 2018**

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**APPENDIX 3 - SALARY SCHEDULE**CLASSIFICATION - REGISTERED NURSE

		<u>Effective April 1, 2015</u>	<u>Effective April 1, 2016</u>	<u>Effective April 1, 2017</u>
Start	Hourly	\$ 31.02	\$ 31.45	\$ 32.21
Level 1	Hourly	\$ 31.47	\$ 31.91	\$ 32.36
Level 2	Hourly	\$ 32.00	\$ 32.45	\$ 32.90
Level 3	Hourly	\$ 33.57	\$ 34.04	\$ 34.52
Level 4	Hourly	\$ 35.16	\$ 35.65	\$ 36.15
Level 5	Hourly	\$ 37.14	\$ 37.66	\$ 38.19
Level 6	Hourly	\$ 39.13	\$ 39.68	\$ 40.24
Level 7	Hourly	\$ 41.14	\$ 41.72	\$ 42.30
Level 8	Hourly	\$ 44.06	\$ 44.68	\$ 45.31
25 Year	Hourly	\$ 44.84	\$ 45.47	\$ 46.11

CLASSIFICATION - REGISTERED NURSE FIRST ASSISTANT

		<u>Effective April 1, 2015</u>	<u>Effective April 1, 2016</u>	<u>Effective April 1, 2017</u>
Start	Hourly	\$ 35.94	\$ 36.44	\$ 37.32
Level 1	Hourly	\$ 36.43	\$ 36.94	\$ 37.46
Level 2	Hourly	\$ 37.00	\$ 37.52	\$ 38.05
Level 3	Hourly	\$ 38.88	\$ 39.42	\$ 39.97
Level 4	Hourly	\$ 40.72	\$ 41.29	\$ 41.87
Level 5	Hourly	\$ 42.98	\$ 43.58	\$ 44.19
Level 6	Hourly	\$ 45.29	\$ 45.92	\$ 46.56
Level 7	Hourly	\$ 47.61	\$ 48.28	\$ 48.96
Level 8	Hourly	\$ 50.98	\$ 51.69	\$ 52.41
25 Year	Hourly	\$ 51.89	\$ 52.62	\$ 56.36

CLASSIFICATION – TEMPORARY CERTIFICATE OF REGISTRATION

		<u>Effective April 1, 2015</u>	<u>Effective April 1, 2016</u>	<u>Effective April 1, 2017</u>
Level 1	Hourly	\$ 28.46	\$ 28.86	\$ 29.56

CLASSIFICATION – ACUTE CARE NURSE PRACTITIONERS (ACNPs)

		<u>Effective</u> <u>April 1, 2015</u>	<u>Effective</u> <u>April 1, 2016</u>	<u>Effective</u> <u>April 1, 2017</u>
Start	Hourly	\$ 58.97	\$ 59.80	\$ 60.64
Level 1	Hourly	\$ 59.28	\$ 60.11	\$ 60.95
Level 2	Hourly	\$ 59.61	\$ 60.44	\$ 61.29
Level 3	Hourly	\$ 59.93	\$ 60.77	\$ 61.62
Level 4	Hourly	\$ 60.27	\$ 61.11	\$ 61.97
Level 5	Hourly	\$ 60.61	\$ 61.46	\$ 62.32
Level 6	Hourly	\$ 60.93	\$ 61.78	\$ 62.64
Level 7	Hourly	\$ 61.25	\$ 62.11	\$ 62.98
Level 8	Hourly	\$ 61.59	\$ 62.45	\$ 63.32
25 YEARS	Hourly	\$ 61.92	\$ 62.79	\$ 63.67

**APPENDIX 4 - SUPERIOR CONDITIONS**

Maintain existing site-specific Superior Conditions.

ALL SITES:

## PREPARATION ALLOWANCE

Allowances for additional education preparation where such additional skills are used directly in employment shall be paid according to the following:

Full Time

Special Clinical Course, 3 or more months (\$10.00 mo)	\$4.60 bi/w
Course in Nursing Unit Administration (C.H.A.)(C.N.A.) (\$15.00 mo)	\$6.90 bi/w
A University Certificate or Diploma in Nursing (\$40.00 mo)	\$18.41 bi/w
A Baccalaureate Degree (\$80.00 mo)	\$36.82 bi/w

Part Time

Special Clinical Course, 3 or more months	\$0.06 per hour *
Course in Nursing Unit Administration (C.H.A.)(C.N.A.)	\$0.09 per hour *
A University Certificate or Diploma in Nursing	\$0.25 per hour *
A Baccalaureate Degree	\$0.49 per hour *

\* Not to be included for the purpose of computing any premium or overtime payments.

BOWMANVILLE SITE:

1. As per Note respecting Article 5 - Union Security Section 5.05 - the list shall include nurses on unpaid leave of absence.
2. Full Time:
  - i) As per Note respecting Article 14 - Premium Payment, Section 14.11 Ambulance Escort - notwithstanding 14.11 (c) where a nurse performs such duties outside her regular shift or on a day off, the Employer agrees to pay the overtime premium of one and one-half (1 1/2) her regular straight time hourly rate for actual hours spent in return travel.

Part Time:

- ii) As per Note respecting Article 14 - Premium Payment Section 14.11 Ambulance Escort - notwithstanding 14.11 (c) where a nurse continues to perform such duties in excess of her assigned shift, the Employer agrees to pay the overtime premium of one and one-half times (1 1/2) her regular straight time hourly rate for actual hours spent in return travel.
3. As per previous full time Collective Agreement Article 13 - Sick Leave - Clauses 3.01 (b) and 13.03 as they apply to nurses in the full time bargaining unit as of October 23, 1981 and the provisions of the current Collective Agreement - Article 12 Sick Leave and Long Term Disability 12.03 (b)
- 1. Maximum accumulation 110 days.
  - 2. On termination for any reason, other than discharge for just cause, a nurse having completed five (5) years of continuous service on a full time basis shall be paid fifty percent (50%) of the accumulated sick leave then standing to her credit.

OSHAWA SITE:

1. FULL TIME SUPERIOR CONDITIONS

Accumulation of Seniority

The following provisions apply to nurses employed prior to October 23, 1981.

- a) When a nurse is granted a leave of absence she shall accumulate seniority for the first three (3) months of a granted leave of absence.
- b) Seniority shall accumulate during a maternity leave of not more than six (6) months and during adoption leave of up to three (3) months duration.
- c) A nurse shall accumulate seniority if she is absent from work for a period of nine (9) months or less because of sickness or accident.

2. PART TIME SUPERIOR CONDITIONS

Accumulation of Seniority

The following provisions apply to nurses employed prior to October 23, 1981.

- a) When a nurse is granted a leave of absence she shall accumulate seniority for the first three (3) months of a granted leave.
- b) Seniority shall accumulate during a maternity leave of not more than six (6) months and during adoption leave of up to three (3) months duration.

PORT PERRY SITE:

FULL TIME:

Previously existing conditions retained as provided for in the O'Shea Interest Arbitration Award dated October 23, 1981 include the following:

(Previous) ARTICLE 18 - EARNED LEAVE

Clause 18.01 (a) (ii) - As it applies to -

(Previous) ARTICLE 21 - SICK LEAVE

Clauses 21.01 and 21.08 - AS THEY APPLY TO:

(Current) ARTICLE 12 - SICK LEAVE AND LONG TERM DISABILITY

- 12.03 (b)
1. Maximum accumulation 120 days.
  2. Completed five (5) years of continuous service on a full time basis shall be paid fifty percent (50%) of the accumulated sick leave credit with a maximum payment of twenty (20) days.

## **APPENDIX 5 – LOCAL PROVISIONS**

### **ARTICLE A – RECOGNITION**

- A.01 The Employer recognizes the Union as the exclusive bargaining agent of all full time and part time registered and graduate nurses employed by the Employer in a nursing capacity including; Resource Nurse, Nurse Practitioners, Navigators, Diabetic Educator, e-Practice Consultant, Blood Conservation Coordinator, Clinical Products Specialist, Clinical Telemedicine Coordinator, Community Care Coordinator, Registered Nurse (Clinical Auditor), and Utilization/Flow Improvement Specialist, save and except Clinical Coordinator – Cardiac Rehabilitation, Infection Control Practitioner, Clinical Nurse Specialist, Clinical Education Leader, Occupational Health Nurse, Patient Care Manager, Patient Care Specialist, Operations Supervisor, and persons above the rank of Patient Care Manager and persons covered by other collective agreements.
- Clarity Note: Team Leader is a managerial function pursuant to the Corporation's Organizational Chart.

### **ARTICLE B – MANAGEMENT RIGHTS**

- B.01 These rights shall be exercised in a manner consistent with quality patient care and with the provisions of this agreement. Subject only to the provisions of this Agreement, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, discharge, direct, transfer, classify, promote, demote or discipline nurses, provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim that a nurse has been discharged, suspended or disciplined without just cause, may be subject to a grievance and be dealt with as provided herein;
  - (c) administer and manage all the affairs of the Employer; and
  - (d) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses and discussed with the Union in accordance with Article 18.06.

Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees and the regulations to be observed by the employees shall not be inconsistent with the provisions of this Agreement.

### **ARTICLE C – UNION SECURITY**

#### **C.01 Union Interview Period**

The Union interview period as provided for in Article 5.06 will be scheduled during the nurse's orientation period, at a mutually agreeable time.



C.02 Site Representatives

At least one (1) representative for each site, one (1) of whom will be the site Vice President of the bargaining unit.

C.03 Nurse Representatives

One (1) representative from each nursing unit at each site and one nurse representative representing bargaining unit members for all other areas. Any representative may act temporarily on behalf of another unit representative who is absent.

One (1) representative from each Program area and divisions with ONA members.

C.04 Negotiating Committee - Corporate

Not more than six (6) nurses representing both full-time and part-time for all sites.

C.05 Grievance Committee

Not more than three (3) nurses representing both full-time and part-time at any one meeting.

C.06 Hospital Association Committee

Each party shall have up to six (6) representatives that include site representatives. The Committee will meet eight (8) times per year for two (2) hours.

C.07 Bargaining Unit President Leave of Absence

The President of the Lakeridge Health Corporation, RN Bargaining Unit, shall be on leave of absence without loss of pay, benefits, service or seniority for three (3) days per week, in order to carry out the duties of the Bargaining Unit President. The Union may request the Bargaining Unit President be released full time from her duties, with the proviso that the Union will be responsible to pay the BUP's salary for the difference between the three (3) days per week paid by the employer. If the union makes such request, it shall not be unreasonably denied.

Prior to the expiry of this Collective Agreement, the parties further agree to meet and review the mutual advantages of continuing such paid leave of absence arrangements.

When the Bargaining Unit President holds another Union position, i.e. Local Coordinator, the time spent doing the other duties will be reported to the Employer for charge back to the Local Union.

C.08 Transition Committee

The Employer will recognize a Transition Committee whose function shall be to identify possible options to layoffs and/or methods of reducing the impact of layoffs. Representatives of the committee will meet with all affected nurses individually whenever a layoff or other reduction in staffing is to occur. The Committee will

outline the various options available to each individual nurse in accordance with the Collective Agreement.

The Committee shall be comprised of equal numbers of representatives of the Employer and the Union.

A Union member of the committee shall not suffer any loss of wages when attending such meetings of the Committee. Where a Committee meeting is held on a Committee member's day off, such Committee member will be paid at his or her regular straight time hourly rate for all time spent attending the meeting.

C.09 Professional Development Committee

The Union shall have up to five (5) representatives elected or appointed to the Professional Development Committee, a sub-committee of the Professional Practice Committee. The representatives shall be as follows:

- Bargaining Unit President - one (1) representative
- Oshawa - one (1) representative
- Bowmanville - one (1) representative
- Port Perry - one (1) representative
- Whitby - one (1) representative

The parties endeavour that the representatives shall represent the various programs of the Hospital.

To enhance Professional Development, the Employer will endeavour to provide two (2) paid education days, per member, per year. Requests for education days will not be unreasonably denied. Such paid education days will be directly related to enhancing nursing knowledge and practice. Nurses attending such paid education days will be required to share their key learnings with their co-workers in a manner to be mutually agreed upon with Management. The above education days do not include the mandatory education in accordance with Article 9.

There is an application form at Appendix 6 on the last page of this Agreement. This form must be submitted as far in advance as possible but barring exceptional circumstances, not less than two (2) weeks prior to the course/seminar. Management must respond within five (5) days of receiving the request.

It is understood that any mandatory E-Learning required by the Employer shall when possible be done during scheduled paid shifts.

C.10 Nursing Professional Practice Council – Nursing Advisory Council

The Union's Bargaining Union President or delegate and designate shall sit as the union representatives on the Nursing Professional Practice Council.

C.11 Union Leave - Corporate

The Union will submit a list of union leave (corporate) requests for each calendar year by November 15 of the preceding year and the Employer will respond by December 15. Further leaves, if required, will be requested with as much advance notice as possible and shall not interfere with the efficient operation of the Employer. Such leave shall not be unreasonably denied.

- C.12 A list of all representatives of the Union will be posted electronically on the Wave.
- C.13 The bargaining-unit President and grievance chair may request to work a permanent day shift provided that the schedule may be adjusted to accommodate the needs of the unit.
- C.14 The Employer agrees to continue to provide office space for the use of the union.

**ARTICLE D – SCHEDULING**

D.01 Scheduling Committee

The Committee will be comprised of (2) Union and (2) Employer Representatives. The Committee shall meet in January of each year to review the Master schedules and shall endeavour to meet as soon as possible in the event of a proposed scheduling change.

D.02 (a) Master Schedules

- i) A new master schedule will be developed by staff and/or manager and will be presented to scheduling committee with Manager present for approval prior to staff voting.
- ii) New master schedules will be introduced onto a unit when the requirements of D.09 have been met and when it has been determined to meet the needs of the unit.
- iii) When a choice of amended master schedules is available the affected nurses will vote on the options. A majority vote of 50% plus 1 is necessary for implementation.
- iv) In instances of voting, where two (2) part-time nurses share a full-time position in a job sharing arrangement, the regular part-time nurses in the job sharing arrangement will be entitled to one (1) vote.
- v) It is understood that existing staff on a unit may exercise their seniority in requesting a change to a vacant line on the rotation. Changes shall be documented on an EIF by the Manager.

(b) Schedules shall be posted four (4) weeks in advance and shall cover a six (6) week period.

(c) Requests for specific shifts, days off or other scheduling requests shall be made in writing at least six (6) weeks prior to the posting of the schedules. A response from the Employer will be received no later than one (1) week before the posting of the schedule. Once a schedule is posted, other scheduling changes should be requested in writing two (2) weeks prior to the date in question whenever possible. Requests with shorter notice may be considered. Such requests shall not be unreasonably denied.

- (d) There will be no split shifts.
- (e) All Unit Master Schedules will be filed for review of the scheduling committee once every twelve (12) months and will be posted on the appropriate unit.

D.03

Shift Work

- (a) The first shift of the day shall be the day shift.
- (b) A nurse will not be scheduled to work more than two (2) shifts (days/evenings or days/nights) but may mutually agree otherwise.
- (c) Notwithstanding the above, a nurse may request to work a permanent evening or night shift. Such requests may be granted, but only for such period as is practicable.

All such employees may be assigned to the day shift from time to time for training, development, reorientation, and evaluation purposes.

If an employee working a permanent shift requests to return to rotating shifts, such request will be honoured within ninety (90) calendar days of the requested date of change and will not be unreasonably denied provided the employee has been in the permanent shift for at least a period of six (6) months and provided such rotating shift is available.

If an employee leaves a permanent shift rotation for any reason, or where an employee is displaced from a permanent shift rotation in a long term layoff, the permanent shift rotation may revert to a rotating shift position. The Employees on the affected unit will receive ninety (90) calendar days' notice that their master rotations may be amended.

- (d) Day shift is when the majority of hours fall between 0700 to 1500 hours.
- (e) Evening shift is when the majority of hours fall between 1500 to 2300 hours.
- (f) Night shift is when the majority of hours fall between 2300 to 0700 hours.
- (g) The Employer can post a position that is for a permanent shift and/or a combination of evenings/night.
- (h) Full time nurses who rotate through different shifts shall work a minimum of 50% on the day shift. However, where this is not possible, it will be referred to the Scheduling Committee for resolution.
- (i) A nurse will not be scheduled to change shift more than once per week unless otherwise agreed to.

D.04

Full-time and Part-time

- (a) Not more than seven (7) consecutive days of work will be scheduled without the nurse's consent. Where the Employer requires a nurse to work an eighth (8<sup>th</sup>) consecutive shift, premium shall be paid for the eighth (8<sup>th</sup>)

and subsequent consecutive shift(s) until a day off has been scheduled. (7.5 hour tours or less only).

- (b) In any two (2) week period within the schedule, at least two (2) consecutive days off will be scheduled. Split days off will be kept to a minimum. (7.5 hours & extended tours).
- (c) There shall be no less than sixteen (16) hours (two shifts) off between shift changes or this will trigger premium payments as per Article 13 & 14. (7.5 hour. shifts only).
- (d) At least forty- eight (48) hours time off will be scheduled post night shift and commencement of a day or evening shift unless mutually agreed otherwise. Failure to do so will result in premium pay for the shift.
- (e) A mutual change of a scheduled shift shall be requested in writing by a nurse and co-signed by a suitable exchange nurse and submitted for approval by the Employer. The exchange of shifts between nurses shall not result in overtime or other additional compensation not otherwise payable. The Employer shall not be held liable for any violation of the collective agreement arising out of the mutual exchange of shifts between nurses. (7.5 hours & extended tours).
- (f) The Employer shall endeavour to schedule continuing education and in-service to nurses on all shifts. (7.5 hours & extended tours).
- (g) Where a nurse chooses equivalent time off for overtime (as per Article 14.09), a maximum of fifty (50) overtime hours (75 straight time hours) may be accumulated. Such time off must be taken within ninety (90) days of the accumulation. These will be scheduled days off at a mutually agreed time between the nurse and the Employer. If not taken, the lieu time owing will be paid out to the nurse at premium time as per Article 14.03. (7.5 hours & extended tours).
- (h) The current practice with respect to a rest period during each half shift will be continued.

D.05

Weekends (7.5 hour Shifts)

- (a) A weekend shall be Saturday and Sunday plus at least one (1) shift off at the start or end of the weekend (56 consecutive hours). The Employer will endeavour to schedule the Friday evening shift off for those nurses who are not working a permanent evening shift
- (b) At least three (3) weekends off in six (6) will normally be scheduled. If a nurse is required to work a third consecutive and subsequent weekend, she will receive premium payment as defined in the Central Agreement for all hours worked on that weekend for hours between 2300 hours Friday to 2300 hours Sunday and subsequent weekends, until a weekend is scheduled off, save and except where:
  - i) Such weekend has been worked by a nurse to satisfy specific days off requested by such nurse; or

- ii) Such nurse has requested weekend work only; or
  - iii) Such weekend is worked as a result of an exchange of shifts with another nurse.
- (c) For the nurse who is hired for permanent weekends, if requested to work during the week, premium pay will be triggered.
- (d) Notwithstanding the first sentence of this article, the weekend for all nurses assigned to the night shift shall commence Friday night.

D.06

**Christmas Scheduling (All Tours)**

- (a) A nurse will be scheduled off work for not less than five (5) consecutive days\* either at the Christmas or New Year's Season except where nurses are not normally required to work on weekends and paid holidays. (\*five (5) days for extended tours.)
  - (b) Scheduled, consecutive days off at Christmas will include the 24th, 25th and the 26th of December; consecutive days off at New Year's will include the 31st of December and the 1st of January. Consideration will be given to the nurses in each area as to which of these two holidays they prefer off.
  - (c) No nurse will be scheduled to work both holidays unless requested by the nurse.
  - (d) No nurse will be scheduled to work two Christmas' or New Year's consecutively unless requested by the nurse.
  - (e) Those employees who are off on pregnancy/parental leave are to be considered as if they are not at work. Therefore upon their return from leave they pick up where they left off (e. g. if they were off on Christmas then pregnancy/parental leave the following year, they return to be scheduled on for Christmas.)
  - (f) The normal scheduling conditions may be waived\*\* to accommodate the special scheduling arrangements between December 15 and January 10.
- \* Clarity Note: The waiving of the normal scheduling conditions must be reasonable and can be subject to a grievance.

D.07

(a) **Regular Part Time Commitment**

**Category A (45 hours)**

Regular part time nurses must be available for prescheduled work on the following basis:

- i) to be available to work if required fifty-two (52) weeks per year minus their individual vacation entitlement and approved leave of absence;
- ii) to regularly rotate on at least two (2) shifts and work extended tours as required where extended tours are established;

- iii) to be prescheduled for work if the work is available for forty-five (45) hours per pay period (six 7.5 hour tours or 4 extended tours or any other combination);
- iv) to be available to work Christmas or New Years as per Article D.06;
- v) to be prescheduled as required to work fifty (50) percent of the remaining paid holidays except when the unit does not work paid holidays; and
- vi) to be prescheduled as required to work fifty (50) percent of the weekends except when the unit does not work weekends.
- vii) Regular part-time employees will not be required to work their full commitment in any pay period where a week of vacation is scheduled, unless mutually agreed.

Category B (22.5 Hours)

Regular part time nurses must be available for prescheduled work on the following basis:

- i) to be available to work if required fifty-two (52) weeks per year minus their individual vacation entitlement and approved leave of absence;
- ii) to regularly rotate on at least two (2) shifts and work extended tours as required where extended tours are established;
- iii) to be prescheduled for work if the work is available for twenty-two and half (22.5) hours per pay period;
- iv) to be available to work Christmas or New Years as per Article D.06;
- v) to be prescheduled as required to work fifty (50) percent of the remaining paid holidays except when the unit does not work paid holidays; and
- vi) to be prescheduled as required to work fifty (50) percent of the weekends except when the unit does not work weekends.
- vii) regular part-time employees will not be required to work their full commitment in any pay period where a week of vacation is scheduled, unless mutually agreed.
- viii) The number of Category B positions shall not exceed thirty percent (30%) of the total regular part time (not including job share) complement.

(b) Reducing Part-Time Commitment (Individual Request)

Notwithstanding D.07 (a) iii), upon the written request of a part-time nurse the Employer and the Association may agree in certain circumstances and where operationally feasible, upon the written request of a part-time nurse who is within five years of eligibility of retirement, to permit the schedule of the part-time nurse to be adjusted to a lesser commitment. Such requests shall not be unreasonably denied. Such an agreement shall be established by mutual written agreement of the Employer and the Association and the nurse affected. The parties agree that the arrangement applies to the individual, and not the position.

Any party may discontinue the agreement with notice as determined by the agreement. In the event a nurse is laid off, transfers, etc, the agreement is terminated unless otherwise agreed.

The nurse, should she be a member of a pension plan, will seek clarification to determine whether this agreement will impact her pension plan.

(c) Casual Part Time

- i) Casual nurses will declare on a biweekly basis, their availability for work on specified days for the next two (2) week period.
- ii) A casual part time nurse who declares themselves available for work shall notify the Employer as soon as a change in circumstances becomes known.
- iii) Casual nurses will not be called or scheduled to work until all available hours have been offered to regular part time nurses who do not incur a premium.

(d) Part Time Scheduling

- i) All available prescheduled shifts shall be scheduled equitably up to their commitment among the regular part time nurses in each unit over a posted schedule. The Employer will endeavour to schedule the commitment in each pay period.

If after equitable scheduling there remains an uneven distribution of shifts and commitment has not been met, the remaining shifts will be scheduled by seniority.

N.B. For example, if three (3) shifts remain, the most senior part time staff will receive one shift, the next senior the next shift and so on until all remaining shifts have been distributed or commitment has been met.

(e) After the Schedule Has Been Posted

If nurses have not been scheduled up to their commitment, then additional tours shall be offered each time to the most senior regular part time nurse not scheduled up to their commitment and then descending order of seniority.



- (f) When all regular part time nurses including job sharers have reached their commitment, additional tours will be offered in the following order of priority:

NOTE: Only those nurses who have indicated their availability in writing need to be contacted for additional tours.

- i) Regular part time nurses including job sharers [when neither job share partner is scheduled to work as per article 1.01 f) i)] by seniority\*, up to seventy-five (75) hours per pay period;  
\* By seniority shall mean that the most senior available regular part time nurse shall be assigned additional shifts before a more junior nurse is called.
  - ii) Casual part time staff on the basis of seniority;
  - iii) Nurses for whom premium (1.5x) rates would apply (subject to viii below);
  - iv) A tour will be deemed to be offered whenever a call is placed;
  - v) For shifts offered that begin at least forty- eight (48) hours in advance, a reasonable period of time will be provided to the nurse to respond to the message;
  - (vi) For shifts beginning within forty- eight (48) hours, failure to make contact with a nurse will result in the offer of the extra shift being made to the next senior nurse able to perform the duties who has indicated her/his availability. Conversely, an attempt to contact for the purposes of shift cancellation will occur in reverse order of seniority;
  - vii) It is understood that the Employer will not be required to offer tours which would result in overtime premium pay;
  - viii) When a nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Employer are made.
- (g) All regular and casual part time nurses can make themselves available, in writing, for casual shifts at other sites and/or units if qualified to perform the work. This availability may only be submitted after their home unit schedule is posted.
- (h) When a regular part-time nurse has a shift cancelled and a need arises whereby the Employer intends to call in a nurse for the same shift that has been cancelled, the Employer will offer the call in shift to the nurse who had the shift cancelled.
- (i) When canceling shifts, the sequence below will be followed:
- i) those on premium will be cancelled first,
  - ii) time off (i.e. vacation and/or lieu time) shall be offered in order of seniority to full-time nurses,

- iii) casual employees will be cancelled in reverse order of seniority, and
- iv) regular part-time employees including job sharers, will be cancelled in reverse order of seniority.

D.08 (a) Part-Time Four-Hour Tours

Where four (4) hour shifts exist, the following will apply:

- i) A part-time nurse will not be scheduled solely for four-hour tours unless mutually agreed otherwise.
- ii) Four-hour shifts will consist of 3.75 hours plus a fifteen (15) minute paid break in accordance with Article 13.01 (b).
- iii) The Employer will endeavour to keep the number of four (4) hour shifts to a minimum.
- iv) There shall be an equitable distribution of scheduled tours among those part-time nurses, who make themselves available, in each unit.
- v) For nurses working tours of duty of less than 7.5 hours, no more than seven (7) four-hour shifts in a row shall be scheduled before a day off is scheduled. If the nurse is required to work an eighth (8<sup>th</sup>) consecutive and subsequent tour then she/he will receive premium pay for each tour worked until a day off is scheduled.

(b) Part-Time Six-Hour Tours

Where six (6) hour shifts are to be introduced, Article D in its' entirety applies except as amended below:

- i) Six-hour shifts shall consist of 5.50 hours inclusive of a fifteen (15) minute paid break in accordance with Article 13.01 (b) and exclusive of an unpaid one-half (1/2) hour meal period.
- ii) Those nurses working six (6) hour tours will not be scheduled for more than seven (7) six-hour tours in a row before a day off is scheduled. If a nurse is required to work an eighth (8<sup>th</sup>) consecutive tour, they shall receive premium pay for hours worked on the eighth (8<sup>th</sup>) and subsequent consecutive tours worked.
- iii) There shall be an equitable distribution of scheduled tours among those part-time nurses, who make themselves available.
- iv) The Employer will endeavour to keep the number of six (6) hour shifts to a minimum.
- v) A part-time nurse will be scheduled solely for six-hours unless agreed to by the nurse.
- vi) Prior to the introduction of six (6) hour shifts, the Employer shall meet with the Union to discuss the introduction of these shifts.

D.09 Commencement and Discontinuance of Extended Tours, Weekend Worker and any other Schedule that Requires a Vote

- (a) Extended tours, weekend worker and any other schedule that requires a vote shall be introduced into any unit when:
  - i) eighty percent (80%) of the nurses in the unit so indicate by secret ballot; and,
  - ii) The Employer agrees to implement the extended tour week. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
  - iii) An initial test period shall run for six (6) months after which the nurses will indicate by an eighty percent (80%) vote, by secret ballot, their willingness to continue with the agreement of the nursing unit director.
  
- (b) Extended tours, weekend worker and any other schedule that requires a vote may be discontinued in any unit when:
  - i) fifty one percent (51%) of the nurses in the unit so indicate by secret ballot; or
  - ii) The Employer because of:
    - (A) adverse effects on patient care, or
    - (B) inability to provide a workable staffing schedule, or
    - (C) where the Employer wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the extended tours schedule.
  
- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
  - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - ii) where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.
  
- (d) In units of less than ten (10) nurses a seventy-five percent (75%) and fifty percent (50%) rule will apply.

D.10 Scheduling Provisions for (Extended) 12-hour Tours

The following scheduling provisions shall apply to all nurses working extended 12-hour tours. The defined weekend hours as per Article 14.15 is 2300 hours Friday to 2300 hours Sunday.

- (a) A regular twelve (12) hour tour shall be 11.25 consecutive hours in any twenty-four (24) hour period exclusive of a forty-five (45) minute unpaid meal period. The nurse shall be entitled, subject to exigencies of patient care, to paid relief periods during the tour for forty-five (45) minutes.
  
- (b) Not more than three (3) consecutive extended tours shall be scheduled. When the Employer requires a nurse to work a fourth (4th) consecutive

shift, premium pay shall be paid for the fourth (4th) and subsequent consecutive shifts until a day off has been scheduled.

Note: The 12 hour schedule that requires a DDNN rotation once every six (6) weeks is excluded from the above premium payment requirement.

- (c) At least twelve (12) hours' time off will be scheduled between shifts, and at least forty-eight (48) hours post night shift unless mutually agreed otherwise. Failure to do so will result in premium pay for the shift.
- (d) A weekend is defined as a minimum of fifty-six (56) hours commencing at the completion of the Friday day shift.
- (e) The Employer will not schedule split shifts.
- (f) A nurse may not be required to change tours of duty more than once a week, unless mutually agreed upon otherwise.
- (g) The Employer will provide at least every second (2nd) weekend off.

If a nurse works a second (2<sup>nd</sup>) consecutive and subsequent weekend(s), she will receive premium payment as defined in the Central Agreement for all hours worked on that weekend and subsequent weekends, until a weekend is scheduled off, save and except where:

- i) Such a weekend has been worked by a nurse to satisfy specific days off requested by such nurse; or
  - ii) Such nurse has requested weekend work only; or
  - iii) Such weekend is worked as a result of an exchange with another nurse.
- (h) When less than eighty percent (80%) of the nursing staff in a particular nursing unit vote as outlined in Article D.09 in favour of extended tours by secret ballot, the Union may approach the Employer and ask them to consider the implementation of the combination of extended tour and short tours in a particular nursing unit. The parties must meet to discuss the implementation of combination schedules.
  - (i) Nurses who work schedules where 7.5 hour tours and 11.25 hour tours are combined shall not work consecutive tours of more than:
    - (a) Two (2) – 11.25 hour tours and two (2) 7.5 hour tours,
    - (b) Three (3) – 7.5 hour tours and one (1) 11.25 hour tour,
    - (c) Three (3) – 11.25 hour tours.

Should a nurse work more consecutive tours than in (a), (b), or (c) above, she shall be paid in accordance with Article 14.03 for all hours worked on the next consecutive tour and subsequent tours until time off is scheduled.

(j) 2 Day – 2 Night Schedule

Units may introduce DDNN schedule when voted on and accepted as per D.09. The scheduling provisions contained in Article D are applicable save

and except D.10 (b), (g), (f). The Hospital will endeavour to ensure that employees working this schedule are scheduled to work full time hours in each calendar year.

- (i) DDNN rotations are for employees working full-time lines only.
- (ii) Employees will not be required to work more than four (4) shifts in a row. If an employee works a fifth (5<sup>th</sup>) shift, the employee will receive premium pay. The employee will not receive premium payment if the fifth (5<sup>th</sup>) shift is requested by the employee as a required additional shift to maintain full-time hours.
- (iii) Employee will not be scheduled to work more than three (3) consecutive weekends. If an employee works a fourth (4<sup>th</sup>) weekend or a portion of a weekend, the employee will be paid premium as per the Collective Agreement, for all hours worked on that weekend, and subsequent weekends, until a weekend is scheduled off, unless the employee requests to work that weekend shift to maintain full-time hours and to work their required additional shift(s).

#### D.11 Scheduling Provisions for 10-hour Tours

The following scheduling provisions shall apply to all nurses working extended 10-hour tours:

- (a) A regular ten (10) hour tour shall be 9.375 consecutive hours in any twenty-four hour period, exclusive of a total of thirty-seven and one half (37.5) minutes of unpaid mealtime.
- (b) Nurses shall be entitled, subject to the exigencies of patient care, to paid relief periods during the tour of a total of thirty-seven and one half (37.5) minutes.
- (c) The Employer will provide at least every second (2nd) weekend off.

If a nurse is required to work a second consecutive and subsequent weekend, she will receive premium payment as defined in the Central Agreement for all hours worked on that weekend for hours between 2300 hours Friday to 2300 hours Sunday and subsequent weekends, until a weekend is scheduled off, save and except where:

- i) Such weekend has been worked by a nurse to satisfy specific days off requested by such nurse; or
  - ii) Such nurse has requested weekend work only; or
  - iii) Such weekend is worked as a result of an exchange of shifts with another nurse.
- (d) 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 9.375 hour tours, she shall be paid in accordance with Article 14.03 for all hours

worked on the fifth (5th) and subsequent 9.375 hour tours until time off is scheduled.

- (e) Overtime is Subject to Article 14.

For nurses working ten (10) hour tours, overtime shall be paid at the rate of time and one half (1½) the nurse's regular straight time hourly rate for all work performed in excess of 9.375 paid hours in a twenty-four (24) hour period.

- (f) Nurses who work schedules where 7.5 hour tours and 9.375 hour tours are combined shall not work consecutive tours of more than:
  - (a) Two (2) – 9.375 hour tours and two (2) 7.5 hour tours,
  - (b) Three (3) – 7.5 hour tours and one (1) 9.375 hour tour,
  - (c) Three (3) – 9.375 hour tours and one (1) 7.5 hour tour,
  - (d) Four (4) – 9.375 hour tours.

Should a nurse work more consecutive tours than in (a), (b), (c) or (d) above, she shall be paid in accordance with Article 14.03 for all hours worked on the fifth (5) and subsequent tours until time off is scheduled.

D.12 Self-Scheduling

Where the parties agree to the use of self- scheduling for full-time and part-time employees on a unit, the following will apply;

- (a) Self-Scheduling may be introduced and/or discontinued from any unit on the same basis as the introduction/discontinuation of extended tours in accordance with D.09.
- (b) Self- Scheduling, including all unit specific scheduling guidelines, will reflect scheduling provisions in the collective agreement in all respects. All guidelines related to self-scheduling must be mutually agreed upon prior to implementation on any unit. Such guidelines will be developed collaboratively by the unit and management subject to approval by the Employer and the Union.

The completed schedule shall be submitted to the Manager of the unit for review and approval, to ensure the appropriate coverage is maintained, at least two (2) weeks in advance of the required posting time. Management approval is required and such approval shall not be unreasonably denied.

- (c) Self-scheduling is viewed by the Employer as scheduling by nurses in order to promote more flexible schedules that meet the needs of the nurses and the patient care needs of the unit. Self-scheduling should not result in additional costs to the Employer.

D.13 Scheduling Standby

- (a)
  - i) Standby/On call will be utilized in those units presently using such measures. The Union will be notified of any units that are commencing standby/on call.
  - ii) Guidelines will be developed by each unit to determine the appropriate utilization of on call staff.
  - iii) Nurse standby assignments shall be posted at the same time as the tours of duty schedules. Nurses shall be permitted to exchange their standby assignments with another qualified nurse provided that such exchange does not result in a premium pay requirement which otherwise would not be payable.
  - iv) The Employer agrees that standby will be distributed on an equitable basis among the qualified nurses who normally perform the work.
  - v) A full time nurse except for those on units where weekend work is not normally scheduled will not be scheduled for standby on a scheduled day off or weekend off unless mutually agreed between the nurse and the Employer.
  - vi) The nurse will not be scheduled for standby for more than two (2) consecutive weekends, unless mutually agreed.
- (b) A nurse who is called in shall be paid in accordance with Article 14.06 and will be permitted leave with pay for that part of his/her next shift to allow a minimum of twelve (12) hours between the end of the overtime assignment and the commencement of work on the regularly scheduled shift. This is not applicable where the first call from standby occurs within two (2) hours of the commencement of the employee's regular scheduled shift.
- (c) Should the nurse not wish to work any remaining hours in the shift referred to in Paragraph D.13(b), she shall be granted time off without pay, or she may choose to use lieu time for those remaining hours, if mutually agreeable.
- (d) Should a nurse notify the In Charge nurse or the Unit Manager that he or she wishes to be relieved after sixteen (16) hours of work, the Employer shall make every reasonable effort to relieve that nurse from duty.
- (e) A nurse assigned to standby shall not be assigned to take call for more than five (5) consecutive days, unless mutually agreed.
- (f) Nurses on standby will be provided with pagers.
- (g) The Employer will make available a sleep/rest area for nurses scheduled for standby.

D.14 Temporary Full Time Positions

The Employer agrees that full time nurses may apply for temporary full time positions. If such a temporary full time position is to be filled, the usual selection criteria will be applied.

D.15 Reassignment

When it is necessary to reassign staff from one (1) unit for a shift, to another unit the sequence below will be followed, in all cases provided the nurse has the appropriate skill set:

1. Voluntary basis
2. "Float Nurse Positions" by order of reverse seniority
3. Casual part-time by order of reverse seniority
4. Regular part-time nurses by order of reverse seniority
5. Full-time nurses by order of reverse seniority

It is understood that nurses will not be floated during their probationary period to units other than their assigned units.

Any reassignment will be in accordance with the provisions of Article 10.07(g) and 10.08 (a).

However the above order may be altered based on an evaluation of the qualifications required, skill mix required, clinical needs, client acuity and the staffing complement on the sending and receiving units.

D.16 Special Circumstance Scheduling

Special Circumstance Scheduling, Article 13.05, will be requested by the affected nurse to their Unit Manager, with a copy to the Bargaining Unit President.

D.17 Unit Weekend Schedule

(a) Introduction

- i) Unit Weekend Schedules may be introduced in accordance with the procedure outlined in Article D.09 (a).
- ii) A subcommittee of the Scheduling Committee will be struck with the mandate of reviewing the schedules and evaluating the Unit Weekend Schedule trial period.

(b) Discontinuation

- i) Unit Weekend Schedules may be discontinued in accordance with the procedure outlined in Article D.09 (b) and (c).
- ii) Should the Weekend Schedule be discontinued, every reasonable effort shall be made to allow the nurses in these positions to return to their previous positions and to revert to the previous master rotation.

(c) Filling of Unit Weekend Schedule Positions

- i) When an individual nurse makes a request for a Weekend Schedule, such request shall be made to the Director, or designate, with a copy to the scheduling committee. The scheduling committee



will assess all such requests to determine the feasibility and impact on the existing schedules. If the request is feasible, has no negative impact on existing schedules and with the approval of the Director, or designate, such nurse will be permitted to begin the Weekend Schedule without the necessity of a vote. The Director, or designate, approval shall not be unreasonably withheld.

- ii) Provided the requirements of paragraph (a) have been met, those positions required to accommodate a Unit Weekend Schedule will be posted on the Unit and filled by seniority from the full time nurses on the Unit, who are qualified to perform the work in question. If the Weekend Schedule position to be filled is from a vacancy, it will be posted and filled in accordance with Article 10.06(a). The relevant conditions of the Weekend Worker will be documented on the Personal Action Form (PAF). The filling of such positions will not result in the layoff or loss of hours of work of any full time or regular part time nurse.
- iii) Nurses holding Weekend Schedule positions who want to relinquish their Weekend Schedule positions must provide at least sixty (60) days notice. Such positions will be posted in accordance with the preceding paragraph 2 and, if there are no successful applicants, the Weekend Schedule will be discontinued.

(d) Miscellaneous

i) Averaging of Hours

The Employer, the Weekend Worker and the subcommittee will meet to determine the scheduling of the additional 7.5 hour tour per pay period, prior to commencing the Weekend Schedule. It is permissible for the Weekend Worker's hours to be averaged over a six (6) week period. Accordingly, it is permissible for the Weekend Worker to work four (4) 11.25 hour tours over such six (6) week period rather than six (6) 7.5 hour tours.

ii) The Consecutive Weekend Language

Does not apply.

iii) Paid Holiday Bank and Vacation Bank

Nurses who fill the Weekend Schedule positions will be allowed to carry over their paid holiday credits and their vacation bank credits accumulated at the time of their filling the Weekend Schedule positions.

D.18 Full-Time Float Pool of Nurses and Full-Time Emergency Room/Critical Care Unit Float Pool of Nurses ("ER/CCU Float Pool of Nurses")

(a) Definition

A full time Float Pool Nurse is a registered nurse who works full time hours between more than one (1) unit, program or site in the Corporation.

A full time ER/CCU Float Pool Nurse is a registered nurse who works full time hours between the Emergency Room and/or Critical Care Units in the Corporation.

(b) Guidelines

- i) The full time Float Pool will be considered its own unit for the purposes of any and all matters in relation and in accordance with Articles 10, 13, 14, 15 and 16 of the Central Agreement, and Articles D, E, F and I of the local appendix.

The full time ER/CCU Float Pool will be considered its own unit for the purposes of any and all matters in relation and in accordance with Articles 10, 13, 14, 15 and 16 of the Central Agreement, and Articles D, E, F and I of the local appendix.

- ii) Orientation will be individualized and, if issues should arise related to orientation or competence, such issues will be discussed with the Clinical Leader/Program Leader, or designate and in accordance with Article 9 of the Central Agreement.

1. The Employer shall determine the number of full-time positions required. All postings shall clearly indicate the educational requirements and opportunities for the positions based on the program identified.
2. Utilization of the full-time Float Pool and full-time ER/CCU Float Pool will not have a negative impact on the scheduling of regular part-time nurses on the Unit. All provisions of Article D.07 for regular part-time will continue to apply for scheduled and additional shifts.
3. Temporary full-time vacancies due to sick leave absences and pregnancy/parental leaves may be filled from the full-time Float Pool of full-time ER/CCU Float Pool prior to offering temporary assignments under Article 10.07(d). It is understood that a Float Pool or ER/CCU Float Pool or ER/CCU Float Pool Nurse assigned to such vacancy shall not be considered as a "float nurse" for the purpose of Article D.15.
4. The Union shall be advised of those full-time Float Pool and full-time ER/CCU Float Pool nurses filling those vacancies referenced above. These replacements shall be clearly indicated on the schedule within the Unit.
5. It is agreed and understood that the full-time Float Pool and full-time ER/CCU float Pool shall be utilized to fill those additional shifts where the Unit has exhausted all opportunities to provide their part-time and casual staff those additional shifts.
6. Any reassignment of a full-time Float Pool Nurse or full-time ER/CCU Float Pool Nurse will be in accordance with the provisions of Articles 10.07(g) and D.15.

Where the parties agree that a scheduling/call in error has been made the parties agree the error will be remedied as follows:

- (a) The affected Employee will be offered a supernumerary shift to be worked at a time mutually agreed to by the Employee and her/his Manager.
- (b) The supernumerary shift will be paid at the rate of pay which the Employee would have received had the offer been made according to the Collective Agreement.
- (c) The Employee working the supernumerary shift will not be counted in the minimum staffing for the unit and will work as an extra staff member for the scheduled shift.
- (d) If the Employee ends up being non-supernumerary due to the inability to replace sick calls, a replacement supernumerary shift will be scheduled in accordance with (a) above.

D.20 Premium Scheduling

- (a) It is agreed that a nurse's availability for additional tours and/or overtime does not waive the nurse's right to premium payment provided for under this agreement. It is also agreed that a nurse's availability does not constitute a request that waives a premium under the collective agreement.

**ARTICLE E – VACATIONS**

E.01 It is understood and agreed that the Employer will give every consideration to the preference of time at which nurses wish to take their vacations. Where conflict in vacation time arises in the work unit, seniority will be the deciding factor. Requests will not be unreasonably denied.

E.02 Up to two (2) weeks of each nurse's vacation time may be scheduled by the Employer to coincide with periods of scheduled known closures (Summer Shutdown or Christmas Shutdown). A nurse may opt to use lieu time, banked time or equivalent time off, if available, instead of vacation credits during such period of scheduled known closures.

**For Clarity: March Break closures do not apply to the above provision.**

E.03 Vacation request schedules will be posted in each unit by January 15th of each year.

Summer Vacation

- (a) Each nurse will request by March 15th her vacation preference for vacation falling between June 1st to September 30th. It is understood that prime months are July and August for summer vacation. The Employer will confirm vacations by April 15th. The most preferred 2-week period selected by the most senior nurse of the group affected by the schedule will be considered first; then the request of the second most senior and so on, until

the most preferred 2-week periods of all nurses in the group have been considered.

Christmas

- (b) Requests for vacation and time off at Christmas/New Year's will be submitted by October 1<sup>st</sup> and the resultant schedule will be posted by November 1<sup>st</sup>.

March Break

- (c) Requests for vacation at March break will be submitted by the previous November 15<sup>th</sup> and the approval process will be completed by December 15<sup>th</sup>.

- E.04 Requests for vacation at other times of the year will be requested with as much notice as possible granted insofar as practical and will not be unreasonably denied. The Employer will provide a written response to the request within thirty (30) calendar days of the request.
- E.05 Where changes in scheduled vacations are permitted by the Employer, a senior nurse will not be permitted to bump a more junior nurse whose vacation has been previously scheduled.
- E.06 Nurses shall be scheduled the weekend off either before or after vacation of one (1) or more weeks. The Employer will endeavour to provide the weekend off prior to and the weekend following vacation, unless the Nurse requests otherwise.
- E.07 A nurse may be permitted to accumulate up to one (1) year's vacation entitlement plus one (1) week with approval of the department Manager. Should a maximum of one year's entitlement plus one week be exceeded the Employer may exercise discretion to schedule vacation time for the nurse. The Employer will give consideration to requests for advanced, earned vacations and consecutive vacations.
- E.08 A nurse may request vacation starting on any day of the week.
- E.09 Prior to leaving on vacation, nurses may request the date and time on which to report for work following their vacation. This will not be changed while on vacation with the exception of shift cancellations.
- E.10 A newly hired full-time nurse may request to take accumulated vacation after three (3) months' continuous service, provided that the probationary period has been completed.
- E.11 Vacation pay for part time nurses will be paid out each pay.
- E.12 For the purpose of clarification, one (1) week of vacation time is considered seven (7) consecutive calendar days.

**ARTICLE F – PAID HOLIDAYS**

F.01 Paid Holidays are:

New Year's Day (January 1)	Civic Holiday
Family Day (Third Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (November 11)
Victoria Day	Christmas Day (December 25)
Canada Day (July 1)	Boxing Day (December 26)

F.02 Full Time

- (a) A nurse who is entitled to a lieu day as provided for in Articles 15.04 (a), (b) and 15.05 will have such day scheduled at a mutually agreeable time within thirty (30) days prior to or sixty (60) days following the holiday.
- (b) The Employer will make every effort to provide for the scheduling off of nurses on holidays, on as equitable basis as possible, having regard to the efficient operation of the Employer.

F.03 When a nurse's tour of duty falls within a paid holiday, referred to in Article F.01, she will be paid pursuant to Article 15.05 for all the hours worked within the twenty-four (24) hour period of the paid holiday.

F.04 Part Time and Full Time without a Master Schedule

The Employer shall endeavour to schedule nurses who are required to work on a paid holiday, to be scheduled to work on the weekend attached to the paid holiday (if a Monday or Friday). If a nurse is scheduled off on a paid holiday (if a Monday or Friday), then the Employer shall endeavour to schedule the attached weekend off also.

**ARTICLE G – BULLETIN BOARDS**

- G.01 (a) The Employer will provide bulletin boards upon which the Union shall have the right, subject to the prior approval of the Director, Human Resources to post notice of meetings, general meeting minutes and such other notices as may be of interest to the nurses.
- (b) The location of these boards will be in high visibility areas, such as the Cafeteria area, or nurses' locker room, based upon mutual agreement and past practice at each site.
- (c) The bulletin board located in a high visibility area will include a locked Plexiglas-fronted notice box, with a key for the Union.
- (d) A small space will also be provided on the bulletin board of each nursing unit with the mutual agreement of the Employer and the Union.

G.02 The Employer will establish a distribution list on internal e-mail for ONA members exclusively. All new hires will be added to the distribution list within fourteen (14) days of hire.

The Employer shall provide, annually by January 15th a mailing list including current addresses and telephone numbers of all Bargaining Unit members. Site specific lists will be provided to the site reps. Union members who do not want the Union to have this information shall notify the Employer of such in writing.

## **ARTICLE H – SENIORITY**

H.01 The seniority list will be revised at the beginning of April and October. Seniority lists shall be posted electronically and on the Wave on both April 30<sup>th</sup> and October 31<sup>st</sup>. Any errors or omissions will be discussed with the Employer at a meeting convened at a mutually convenient time, no more than one (1) month after the list has been issued and corrections will be made within two (2) weeks of the meeting. Once any corrections have been made and an amended list posted, the seniority list will be deemed correct. The seniority list will contain the specific units, specific site, and will list casuals separately.

It is recognized that there will be a need to revise the seniority list for the purposes of layoff and staff redeployment. This provision does not apply to single shift layoffs.

## **ARTICLE I – JOB SHARING**

I.01 The introduction of job sharing arrangements in a Unit will be subject to mutual agreement between the Union and the Employer. The Employer shall not arbitrarily or unreasonably refuse to implement job sharing.

Job sharing requests with regard to full-time positions shall be considered on an individual basis. Such approval will not be unreasonably withheld.

The nurses involved in job sharing are entitled to all the terms of the part-time Collective Agreement except those which are modified as follows:

- (a) Schedules will conform with Articles 13 and D of the Collective Agreement which set out scheduling.
- (b) Total hours worked by the job sharers shall equal one (1) full-time position. Job sharers will have the option of determining between themselves which partner will work on a scheduled shift, however all scheduled shifts must be covered. Such schedules will not be unilaterally imposed or changed by the Employer, but once the schedules are posted they will not be changed without the permission of the supervisor in the area concerned. Such permission will not be unreasonably withheld.
- (c) Nurses will be granted at least five (5) consecutive days off over either Christmas or New Year's. When one or both job sharers work over Christmas, neither can be required to work over New Year's, and vice versa unless mutually agreed otherwise. Should nurses be assigned to work

either Christmas or New Year's, they will be expected to work on at least five (5) consecutive days, if required for normal tours, and at least \*five (5) consecutive days for extended tours, if required. Where both job sharers request to work Christmas or New Year's or request to have either off and a conflict exists, then seniority shall be the deciding factor.

\* Clarity Note: To comply with negotiated Christmas language

(d) Paid Holidays

Job sharers will not be required to work, in total, more paid holidays than would one (1) full-time nurse, unless mutually agreed otherwise.

(e) Each job sharer may exchange shifts with her or his partner as well as other nurses as provided by the Collective Agreement. A job sharer may exchange with nurses other than her or his partner only on scheduled tours off for the full-time line.

f) 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 unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences. Job sharers shall be offered additional unscheduled tours only if they have made the 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

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 nurse is unable to cover the entire leave of absence she or he must inform the manager 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 nurse cannot cover for her or his partner, the vacancy will be offered to the most senior regular part-time nurse.

(g) Implementation

Where the job sharing arrangement arises out of the filling of a vacant full-time position, the full-time position will be posted first and in the event that there are not successful applicants, then both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

(h) i) An incumbent full-time nurse wishing to share her or his position, may do so without having her or his 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.

ii) It is understood and agreed that the arrangement is for a trial period of three (3) months for the full-time nurse originating the request. Once the trial period is over, the nurse cannot revert to her former position except under i) below.

iii) Where two (2) full-time nurses on one Unit wish to job-share one (1) position, neither half will be posted providing this would create one (1) full-time position to be posted and filled according to the Collective Agreement.

(i) If one of the job sharers leaves the arrangement, her or his position will be posted. If there is no successful applicant to the position, the remaining nurse will revert to her or his former status. If the remaining nurse was previously full-time, the shared position will become her or his position. If the remaining nurse was previously part-time and there is no part-time position available on the same Unit, she or he shall exercise her or his layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.

(j) Discontinuation

Either party may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

Should the Employer discontinue job-sharing the nurses currently working those arrangements will have the option of reverting to their formers status or remain part-time.

## **ARTICLE J – PREPAID LEAVE**

J.01 No more than one (1) nurse per unit may be absent on prepaid leave at any one time.

## **ARTICLE K – PARKING**

K.01 The parties agree that the Employer is responsible for establishing and resetting parking rates. Increases to parking fees will not be implemented until the Union has been notified. The Union may opt to grieve an unjustified increase.

K.02 The Employer agrees to continue to provide designated parking on the evening and nights shifts in a well-lit area; the Union shall bring any concerns to the Employer's attention.

K.03 In the event that the Hospital plans to implement temporary alternate parking arrangements at Lakeridge Health, the Union and the Employer shall meet to



discuss these plans and will endeavour to reach agreement prior to implementation.

## **ARTICLE L – MODIFIED WORK**

### L.01 Early and Safe Return to Work

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

To that end, the Employer and the Union agree to cooperate in facilitating the return to work of disabled nurses. The Employer and the Union agree and are committed to ongoing and timely communication by all participants in the process.

The Union and Employer are committed to integrating accommodated workers back into the workplace and educating nurses about the legal, personal, organizational aspects of returning disabled workers to work.

It is understood that the occupational Health physician is not the treating physician for the disabled nurse.

- b) The Employer agrees to provide the nurse and union with a copy of the WSIB Form 7 at the same time it is sent to the board.

### L.02 Return to Work Committee (RTW)/ RTW Meetings

- a) A Joint Return to Work Committee comprised of Union (Bargaining Unit President, Site Representatives) and Employer (Abilities Case Management Specialists ACMS, Human Resources Business Partners, and Manager of Occupational Health and Abilities) will meet at least once per month.
- b) The Employer will provide an updated list of information to the RTW Committee including all nurses who are at any stage of WSIB, LTD, STD (more than 10 weeks), EI Sick Benefits, and those who requiring temporary or permanent accommodation.
- c) The Bargaining Unit President, or in her absence one (1) Union Representative will attend return to work meetings. If they attend return to work meetings on their day off will receive pay at straight time or time in lieu where possible for hours spent in return to work meetings. Such hours are invisible for the purposes of determining premium.

### L.03 Accommodations

- a) In creating RTW plans the Union and Employer agree that they will examine the disabled nurse's abilities and accommodation needs to determine if the nurse can return to her:

- i) Original unit/position with modifications to the work area and/or equipment and/or the work arrangement, and/or hours, or if unable,
  - ii) Alternate positions within the same program, or if unable,
  - iii) Positions outside the program, or if unable,
  - iv) Positions outside the bargaining unit.
- b) In creating a RTW plan the RTW committee will consider the nurse's abilities and accommodation needs, and if unable to return to work in accordance with article (a) above, they will identify any positions in the Employer in which the nurse may be accommodated.

L.04 Temporary Accommodations

For temporary modified work accommodation not lasting more than two (2) weeks, the manager and ACMS will consult with the disabled nurse to create and recommend a return to work plan. It is understood that the member may request union representation. The RTW plan will be communicated to the nurse, the manager and the Union.

L.05 Short Term Accommodations

A disabled nurse who has obtained medical clearance from her treating practitioner to RTW will provide the ACMS with this documentation (Attending Practitioners Report or Functional Ability Form) including any restrictions and/or limitations. The nurse will advise her manager that she wishes to RTW. The ACMS will consult with the nurse, manager, and Union to develop and communicate the RTW plan.

L.06 Permanent Accommodations

- a) A nurse in need of permanent accommodation may be accommodated in a temporary or short term arrangement until a permanent arrangement is established. The Employer will advise the Union of offers of permanent accommodation. A trial period of no less than 30 days will be completed to evaluate the successfulness of the accommodation. In the event the accommodation placement is unsuccessful, the parties will meet to determine next steps. Once a position is deemed suitable by the parties, a permanent accommodation agreement is signed, and the nurse will be removed from the list.
- b) The parties recognize that there may be more than one nurse requiring permanent accommodation where the position meets their restrictions and/or limitations. In such cases the parties agree that in complying with articles L03, L04, L05, and L06 (a) above, they must first consider the skills, ability and experience of the nurses. They may then balance additional factors, including but not limited to:
- i) Ability to acquire skills
  - ii) Seniority
  - iii) Path of least disruption in the workplace

When more than one nurse is deemed by the committee to be suitable for a particular position and the factors set out above are relatively equal, seniority shall govern.

L.07 Vacancies and Job Postings

- a) Before posting, Occupational Health and Human Resources will examine all potential vacancies to determine if they can be used to accommodate a nurse who cannot return to their home unit in accordance with article L.03
- b) If a vacancy is identified as suitable for accommodation purposes, Occupational Health and Human Resources may recommend holding the position in consultation with the bargaining unit president or her designate to determine whether:
  - i) The unit can reasonably accommodate the nurse considering the number of accommodated nurses, operational needs, safety of nurses, and alternative resources.
  - ii) The posting of the position under the collective agreement may be waived.
  - iii) A position outside the bargaining unit is an appropriate position for accommodating a nurse.
- c) The home position of a nurse requiring permanent accommodation may be posted under the following circumstances:
  - i) The nurse is permanently accommodated in another position.
  - ii) The weight of the medical evidence establishes that there is no reasonable prospect of a return to her original position in the foreseeable future.
- d) The Employer may elect to fill the disabled nurse's home position on a temporary basis, in accordance with article 10.07 (d) of the Central Collective Agreement. If it is determined that the disabled nurse will not be returning to the position, it will be posted on a permanent basis in accordance with article 10.07 (a).

**ARTICLE M – PAYCHEQUES**

- M.01 If the Employer makes a pay error on the nurse's pay cheque of one (1) day's pay (7.5 hours or greater), upon the nurses request, the Employer will make every reasonable effort to reimburse the nurse within two (2) business days following pay day.
- M.02 Pay day is bi-weekly.

**ARTICLE N – PREGNANCY/PARENTAL LEAVE**

- N.01 Nurses shall be paid their supplemental unemployment insurance benefits in accordance with Article 11.07(f) and 11.08(e) on the Employer's regular pay day.

**ARTICLE O – VIOLENCE IN THE WORKPLACE**

O.01

(a) Definition of Violence

Violence shall be defined as any incident in which a nurse is abused, threatened or assaulted during the course of their employment. The Employer agrees that these incidents will not be condoned in the workplace. Any nurse who believes that their situation was abusive shall report this to their immediate supervisor, who will make every reasonable effort to rectify the situation.

(b) Violence Policies and Procedures

The parties agree that, if such incidents involving an aggressive patient or visitor occur, such action will be recorded and reviewed at the Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of the nurses presented in that forum.

The parties further agree that suitable subjects for discussion at the HAC will include aggressive patients.

(c) Notification to the Union

Within three (3) days of being notified that a nurse has been assaulted while performing their work, Employee Health shall notify the Bargaining Unit President, or designate, in writing. The assaulted nurse may choose to have their name remain confidential. Updated statistics on the number of staff assaulted while performing their work will be brought to each meeting of the Joint Health and Safety Committee.

(d) Damage to Personal Property.

When a nurse, in the exercise of their functions, suffers damage to their personal belongings (clothing, watch, glasses, contact lenses or other prostheses, etc.) the Employer shall provide for replacement or repair at no cost to the nurse.

The nurse will endeavour to present their claim to the Employer within seven (7) days after the event, unless it was impossible for them to do so during this period.

**ARTICLE P – COLLECTIVE AGREEMENTS**

P.01 Copies of the Collective Agreement will be available for reference on the Intranet.

P.02 The reviewing of the collective agreements will be completed within ninety (90) days following ratification or award.

**ARTICLE Q – CPR CERTIFICATE**

Q.01 Payment for CPR re-certification, where required by the Employer, will be for time actually attended by the nurse at the regular, straight time rate of pay. Evidence of certification/re-certification will be presented to the Employer by February 15th each year.

**ARTICLE R – SITE TRANSFERS**

R.01 The Employer agrees that with future permanent moves from site to site they will provide the Union with as much notice as reasonable. The nurses will be orientated to any relevant differences between the sites.

After commencing her shift and where the nurse is requested by the Employer to go to another site to perform the duties of her classification.

- (a) the Employer will provide the method of transportation and the travel time between the sites; or
- (b) the nurse who uses her own vehicle will receive travel time and mileage between the sites from the Employer at the rate of thirty-five (35¢) cents per kilometre or at the corporation rate, whichever is higher.

**ARTICLE S – MISCELLANEOUS**

S.01 There will be food available for all staff on any shift through the cafeteria or vending machines where feasible.

S.02 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for an ONA job posting who has been interviewed will be notified, by email within one (1) week of the decision being made, and no later than the posting of the name of the successful candidate.

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

S.03 Agency Reporting

Reporting provided to the Union in accordance with Article 10.12 of the Central Agreement shall include the following:

- (a) Agency nurse hours worked per unit
- (b) Total agency nurse hours worked hospital-wide;
- (c) Total bargaining unit hours worked per unit;
- (d) Total bargaining unit hours worked hospital-wide;
- (e) Percentage of total agency nurse hours worked hospital-wide

**ARTICLE T – ELECTRONIC GRIEVANCE FORMS**

- T.1 The parties agree to use the electronic version of the (O.N.A. Grievance Format Appendix 1 of the Hospital Central Agreement).
- T.2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- T.3 Electronic grievances may be sent, via email, to the applicable manager and copied to Human Resources, or the identified designate.
- T.4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- T.5 The Union undertakes to get a copy of the electronic version signed by the grievor.
- T.6 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

**ARTICLE U – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORMS**

- U.1 The parties agree to use the electronic version of the ONA/OHA Professional Responsibility Workload Report Form (PRWRF) at Appendix 6 of the Hospital Central Agreement.
- U.2 The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.
- U.3 Electronic PRWRFs may be sent, via email, to the applicable manager or designate.
- U.4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- U.5 The union undertakes to get a copy of the electronic version signed by the employee(s).
- U.6 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.

DATED AT \_\_\_\_\_, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
Dianne Miller

\_\_\_\_\_  
Andrea Kay  
Labour Relations Officer

Barry Nayler

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Shelley Flack

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Michael Levey

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Sarah Moreland

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**LETTER OF UNDERSTANDING**

**Between:**

**LAKERIDGE HEALTH CORPORATION**

**And:**

**ONTARIO NURSES' ASSOCIATION**

**Re: Local Coordinator Leave**

The Employer agrees to grant leave of absence, without pay, to no more than one (1) nurse elected to the position of Local Coordinator. The leave will be requested with as much advance notice as possible and such a request will not be unreasonably denied.

DATED AT Oshawa, Ontario, this 3rd day of February, 2017.

FOR THE EMPLOYER

FOR THE UNION

Dianne Miller

Andrea Kay  
Labour Relations Officer

Barry Nayler

Shelley Flack

\_\_\_\_\_

Michael Levey

\_\_\_\_\_

Sarah Moreland

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**LETTER OF UNDERSTANDING**

**Between:**

**LAKERIDGE HEALTH CORPORATION**

**And:**

**ONTARIO NURSES' ASSOCIATION**

**Re: Retiree Benefits – Payment Process**

Any nurse who retires and who is entitled to receive benefit coverage as outlined in Article 17.01 (h) and who elects to receive these benefits, will authorize payment for these benefits through the "Personal Pre-Authorized Debit Plan" (PAD). The Employer will notify the Union of the benefit premium amount for retired nurses, in January of each year and subsequently when such premium amount is adjusted by the carrier.

It is understood that the Employer will present the retiree benefits and the payment process to the nurse in writing.

DATED AT Oshawa, Ontario, this 3rd day of February, 2017.

FOR THE EMPLOYER

FOR THE UNION

Dianne Miller

Andrea Kay  
Labour Relations Officer

Barry Nayler

Shelley Flack

\_\_\_\_\_

Michael Levey

\_\_\_\_\_

Sarah Moreland

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**LETTER OF UNDERSTANDING**

**Between:**

**LAKERIDGE HEALTH CORPORATION**

**And:**

**ONTARIO NURSES' ASSOCIATION**

**Re: On-Call Assignment Sexual Assault Clinic & Domestic Violence**

Whereas the parties have signed the Local Appendices to the Collective Agreement which incorporates On-Call language in Article D.13.

Whereas the parties understand and agree that, when a nurse accepts on-call assignments for units or programs other than their home base, this will not constitute an additional casual or part time position.

Therefore, the parties agree to the following:

1. An employee who accepts an on-call assignment will not trigger premium payment with respect to the consecutive weekend worked for their home unit.
2. The acceptance of an on-call assignment in the other unit or program will not trigger the twelve (12) hour off time requirement under Article D.13 (b).
3. It is understood that no nurse shall trade or give away her assignment to another nurse who is not oriented and qualified for the position.
4. The Employer and the Union agree that when the on-call schedule for the other unit or program is set, no nurse will be assigned on-call duties within twelve (12) hours of the start of their next regularly scheduled shift.

DATED AT Oshawa, Ontario, this 3rd day of February, 2017.

FOR THE EMPLOYER

FOR THE UNION

Dianne Miller

Andrea Kay  
Labour Relations Officer

Barry Nayler

Shelley Flack

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Michael Levey

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Sarah Moreland

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**LETTER OF UNDERSTANDING**

**Between:**

**LAKERIDGE HEALTH CORPORATION**

**And:**

**ONTARIO NURSES' ASSOCIATION**

**Re: Statutory Holiday Pay for Holidays not worked for Part Time Registered Nurses**

This Letter of Understanding and the appended Minutes of Settlement are attached to and form part of the Collective Agreement.

The Part Time nurses' who have an entitlement to be paid for Statutory Holidays, (7), not worked under the terms of the appended settlement are:

Harper, Pamela  
Dell, Katherine

Casalino, Santa  
Pearson, Janice

This Letter of Understanding shall be updated and renewed at each set of local negotiations until such time as it is no longer applicable to any nurse on staff.

DATED AT Oshawa, Ontario, this 3rd day of February, 2017.

FOR THE EMPLOYER

FOR THE UNION

Dianne Miller

Andrea Kay  
Labour Relations Officer

Barry Nayler

Shelley Flack

\_\_\_\_\_

Michael Levey

\_\_\_\_\_

Sarah Moreland

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**LETTER OF UNDERSTANDING**

**Between:**

**LAKERIDGE HEALTH CORPORATION**

**And:**

**ONTARIO NURSES' ASSOCIATION**

**Re: Regular Part-Time Nurses Who Request Weekend Work**

When a regular part-time nurse makes a written request for permanent weekend work and the Hospital establishes a regular part-time assignment that is regularly scheduled to work only weekends the following shall apply:

- (a) A regular part time nurse making such written request shall provide the request to the Manager (or designate) and Manager of Human Resources. Such request shall not be unreasonably denied. A copy of such request shall be provided to the Bargaining Unit President.
- (b) Nurse(s) who request a regular part time weekend work shall not be entitled to consecutive weekend premium payment pursuant to Articles 14.03 and D in order for the Employer to schedule the nurse to commitment.
- (c) Notwithstanding the above the hospital may schedule the nurse(s) to work shifts during the week for the purpose of in-service education, performance evaluation, or such other purposes deemed necessary by the hospital.
- (d) Either party may give ninety (90) days' notice to discontinue the weekend work assignment. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

DATED AT Oshawa, Ontario, this 3rd day of February, 2017.

FOR THE EMPLOYER

FOR THE UNION

Dianne Miller

Andrea Kay  
Labour Relations Officer

Barry Nayler

Shelley Flack

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Michael Levey

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Sarah Moreland

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**LETTER OF UNDERSTANDING**

**Between:**

**LAKERIDGE HEALTH CORPORATION**

**And:**

**ONTARIO NURSES' ASSOCIATION**

The Parties agree as follows;

1. Nurses on any unit may make a request for a DDEE rotation;
2. Upon receipt of the request a meeting will be convened between the parties to negotiate the parameters of implementing such a rotation.
3. Article D. 09 shall apply for the implementation of such rotation.

DATED AT Oshawa, Ontario, this 3rd day of February, 2017.

FOR THE EMPLOYER

FOR THE UNION

Dianne Miller

Andrea Kay  
Labour Relations Officer

Barry Nayler

Shelley Flack

\_\_\_\_\_

Michael Levey

\_\_\_\_\_

Sarah Moreland

\_\_\_\_\_

\_\_\_\_\_



**LETTER OF UNDERSTANDING**

**Between**

**LAKERIDGE HEALTH CORPORATION  
(Hereinafter referred to as the "Employer")**

**And**

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

IN THE MATTER OF an arbitration concerning the grievance of Holiday Pay to Part-time Registered Nurses for Paid Holidays not worked, ONA File #910818.

In order to resolve the above-noted grievance, the parties agree as follows:

1. This settlement is entered into without precedent or prejudice to either party's position and without admission of liability.
2. The Hospital shall continue its practice of paying Holiday Pay for holidays not worked in addition to percentage in lieu of benefits to nurses in accordance with the Note following Article 15.01 in the Part-time Collective Agreement. This practice is for the following Paid Holidays:  

New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
Labour Day  
Thanksgiving Day  
Christmas Day
3. For Paid Holidays not worked since January 1, 1983 (including New Year's Day, 1983), the Hospital agrees to pay the individual Part-time Registered Nurses eligible for such pay pursuant to the Note appended to Article 15.01, but not paid at the time of execution of these Minutes because of the Hospital's decision to discontinue the practice.
4. The Hospital agrees to provide the Association with a list of the Part-time Registered Nurses who are entitled to the Holiday Pay. This list shall include the total amount of monies each individual Part-time Registered Nurse will receive pursuant to these Minutes of Settlement.
5. The Hospital agrees to reimburse the Part-time Registered Nurses, as outlined in paragraph 4 of the Settlement, within one (1) month of executing these Minutes of Settlement.

6. If any dispute arises over the implementation of this settlement, the dispute may be filed and pursued as a grievance under Article 7 of the Part-time Collective Agreement.
7. In view of the foregoing, the Union withdraws the above-captioned grievance and the arbitration hearing scheduled for June 8, 1983 may be cancelled.

DATED AT Oshawa, Ontario, this 3rd day of February, 2017.

FOR THE EMPLOYER

Dianne Miller

Barry Nayler

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FOR THE UNION

Andrea Kay  
Labour Relations Officer

Shelley Flack

Michael Levey

Sarah Moreland

\_\_\_\_\_

**APPENDIX 6 - PAID EDUCATION DAY REQUEST FOR ONA MEMBERS**

**Lakeridge Health**

**Paid Education Day Request For ONA Members**

**Part A: Demographic Information**

Employee Name: \_\_\_\_\_

Telephone (cell or home): \_\_\_\_\_ Program/Care Area: \_\_\_\_\_

Site: \_\_\_\_\_

Have you requested Paid Education days in this calendar year?

No       Yes      Date(s): \_\_\_\_\_

**Part B: Description of Education (please include a copy of the program/session description or an outline) that you are requesting time paid for:**

Type: Course/Seminar \_\_\_\_\_ Certificate \_\_\_\_\_ Other \_\_\_\_\_

Institution: \_\_\_\_\_ Program: \_\_\_\_\_

Date(s) of program: \_\_\_\_\_

Number of hours requested: \_\_\_\_\_

Course Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

How will this course enhance your nursing knowledge and practice? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Part C: Support for Request**

The education identified above is of relevance to (please check most appropriate selection):

A) \_\_\_ Enhancing my nursing knowledge and practice directly related to my current position

B) \_\_\_ Enhancing my nursing knowledge and practice in general

C) \_\_\_ Enhancing my nursing knowledge and practice for a future desired position

**Part D: Knowledge Transfer Plan**

Lakeridge Health is committed to supporting a learning environment through many approaches including knowledge transfer. As such, please provide a description of how you propose to share your acquired learnings with your nursing colleagues. (It is expected that you and your manager will review and agree on an approach and specific timelines for this to be completed and documented below).

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By signing this request as an employee, you are agreeing to achieve the above plan within 60 days of attendance.

**\*Please note that your manager will require documentation confirming attendance in order to process this approved request with payroll**

**Name of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Applicant:** \_\_\_\_\_

**Name of Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Manager:** \_\_\_\_\_

Please keep a copy of this signed document. The original will be maintained by the Manager.



**Lakeridge  
Health**

Date: \_\_\_\_\_

To: \_\_\_\_\_  
(Lakeridge Health Manager)

Course/Seminar Title: \_\_\_\_\_

This will verify that \_\_\_\_\_, attended the above-referenced course/seminar on

\_\_\_\_\_.  
(Month – day – year)

Name of instructor: \_\_\_\_\_  
(please print)

Signature: \_\_\_\_\_