

**LOCAL APPENDICES TO THE  
COLLECTIVE AGREEMENT**

Between:

**NORFOLK GENERAL HOSPITAL  
NURSING**  
(Hereinafter referred to as "the Hospital")

And:

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

Expiry date: March 31, 2020

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**APPENDIX 3 - SALARY RATES**

<b>Effective April 1, 2018</b>			
	<b>Registered Nurse</b>	<b>Non-Registered Nurse</b>	<b>Clinical Practice Leader</b>
Start	\$32.66	\$30.63	\$34.69
1 Year	\$32.81	\$30.79	\$34.84
2 Years	\$33.36	\$31.23	\$35.39
3 Years	\$35.00	\$32.74	\$37.03
4 Years	\$36.66	\$34.24	\$38.68
5 Years	\$38.72	\$36.13	\$40.75
6 Years	\$40.80	\$37.96	\$42.83
7 Years	\$42.89	\$39.89	\$44.92
8 Years	\$45.94	\$42.73	\$47.97
25 Years	\$46.76	\$43.49	\$48.78

<b>Effective April 1, 2019</b>			
	<b>Registered Nurse</b>	<b>Non-Registered Nurse</b>	<b>Clinical Practice Leader</b>
Start	\$33.23	\$31.17	\$35.30
1 Year	\$33.39	\$31.32	\$35.45
2 Years	\$33.94	\$31.78	\$36.01
3 Years	\$35.62	\$33.32	\$37.68
4 Years	\$37.30	\$34.84	\$39.36
5 Years	\$39.40	\$36.76	\$41.47
6 Years	\$41.52	\$38.63	\$43.58
7 Years	\$43.64	\$40.59	\$45.71
8 Years	\$46.75	\$43.48	\$48.81
25 Years	\$47.57	\$44.25	\$49.64

**APPENDIX 4 - SUPERIOR CONDITIONS**

The following provisions in existence in the Collective Agreement which expired September 30, 1980 shall be retained as "Superior Conditions."

**ARTICLE 8 – UNION SECURITY**

8.01 Concurrent with submitting the regular monthly Union dues, the Hospital will provide the Union with the names of new nurses including their classification and category.

**ARTICLE 18 – EDUCATION ALLOWANCE**

18.01 Where the Hospital considers that additional education preparation is required for a job, then such preparation shall be paid for according to the following scale:

Special Courses or N.U.A.	\$15.00 monthly
1 Year University Diploma	\$40.00 monthly
B.Sc.N.	\$80.00 monthly
Master's Degree	\$120.00 monthly

**ARTICLE 22.03 – PART-TIME NURSES' EARNED LEAVE (VACATIONS)**

(b) Relief part-time nurses hired up to and including October 22<sup>nd</sup>, 1981 shall be entitled to receive 6% vacation pay during July of each year, regardless of when they arrange for time off.

**APPENDIX 5 – LOCAL ISSUES**

**ARTICLE A – RECOGNITION**

- A-1 The Hospital recognizes the Union as the exclusive bargaining agent for all Registered and Graduate nurses engaged in a nursing capacity employed by Norfolk Hospital save and except Nurse Manager and those above the rank of Nurse Manager.
- A-2 As used herein, the term "Hospital" shall be deemed to mean the Norfolk General Hospital and the Norfolk Hospital Nursing Home.
- A-3 Wherever the word "Supervisor" is used in this Agreement, it shall be considered as meaning the first supervisory level excluded from the Bargaining Unit.

**ARTICLE B – MANAGEMENT RIGHTS**

- B-1 The Union acknowledges that except as expressly modified by any other Articles of this Collective Agreement, it is the exclusive function of the Hospital to manage and direct its operations and affairs in all respects and without limiting or restricting that function:
- (a) to maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the nurses;
  - (b) to hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge nurses and to assign nurses to tours and to increase and decrease working forces provided that a claim of discriminatory classification, promotion, transfer, demotion, or a claim by a nurse that she has been disciplined, suspended or discharged without just cause may become the subject of a grievance and be dealt with as hereinafter provided;
  - (c) to determine the services to be rendered, the methods, the work procedures, the types and locations of machines, tools, instruments and equipment to be used, to select, control and direct the use of all materials required in the operation of the Hospital, to schedule the work and services to be provided and performed and to make, alter and enforce regulations governing the use of materials, equipment and services may be deemed necessary in the interest of safety and the well being of the Hospital, patients and the public.
  - (d) It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.
- B-2 The Hospital shall further have the right to make and enforce reasonable rules and regulations applicable to nurses in connection with their work. Such rules shall not be inconsistent with the terms of this Agreement. Written rules established by the Hospital which apply to nurses will be posted on bulletin boards.

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

It is understood that the Committees and number of nurses elected are representative of both the full-time and part-time bargaining units in total.

### **C-1 Hospital-Union Committee**

There shall be a Hospital-Union Committee as provided for in Article 6.03 composed of up to four (4) nurses appointed to act on behalf of the Union. The number of nursing representatives may be increased by mutual agreement. It is understood that the number of Union and Employer representatives shall be equal. Where an individual nurse or nurses from a unit wish to raise issues of concern then the Union will inform the Hospital of the nurses who will attend the Hospital-Union Committee meeting. It is understood that concerns will be brought to the Nurse Manager for discussion prior to the matter being raised at a Hospital-Union meeting.

In reference to Article 6.03 (e), the Bargaining Unit will notify the Hospital in advance of each meeting which two (2) Committee representatives will be paid per meeting.

### **C-2 Grievance Committee**

There shall be a Grievance Committee as provided for in Article 6.02 comprised of not more than three (3) nurse representatives or officers of the Union.

### **C-3 Negotiating Committee**

There shall be a Negotiating Committee as provided for in Article 6.04 comprised of not more than four (4) Union members, one of whom shall be the Bargaining Unit President or designate.

### **C-4 Professional Development**

There shall be a Professional Development Committee as part of the Nursing Practice Committee, as provided for in Article 9.01. At least fifty percent of the membership of the Nursing Practice Committee/Professional Development Committee will be elected by the Union membership. The Terms of References for the Nursing Practice Committee/Professional Development Committee will comply with Article 9.01 (d).

C-5 The Union shall inform the Hospital of the names of the nurse representatives and the areas which they represent and any changes to the representatives as they occur.

In electing nurse representatives the Union will consider the areas to be represented such that the representatives will cover the areas in which they work and all areas will have a representative.

It is understood, however that a representative may cover more than one area.

- C-6 Nurse representatives, committee members, and Union officers will be responsible for supplying their Supervisors with information as to time off as required by the terms of this Agreement.
- C-7 Certified Worker
- The Employer shall recognize one (1) ONA member as a certified worker pursuant to the Occupational Health and Safety Act. At the Employer's expense, the Employer will provide certification training under the Occupational Health and Safety Act for one (1) ONA member of the Joint Health and Safety Committee.
- C-8 The Employer will provide the ONA representative on the Joint Occupational Health and Safety Committee an electronic copy of the minutes of the meetings.
- C-9 Union Interview
- The interview of newly-hired nurses as provided for in Article 5.06 shall take place at a date and time to be mutually agreed upon between the Hospital and the local Union.
- C-10 The Employer will pay the Bargaining Unit President at her/his regular straight time hourly rate for all time spent attending prescheduled meetings with the Employer outside her/his regular scheduled working hours.
- C-11 The Employer shall pay the Bargaining Unit President one day (11.25 hours) per month as a leave of absence with pay to conduct Union business.
- C-12 January 1 of each year, the Bargaining Unit President shall submit to the scheduling office her requested Bargaining Unit President days as provided in C-10.
- C-13 The Employer will endeavour to accommodate requests from the Bargaining Unit President to work days when meetings are being scheduled. The Bargaining Unit President will make the request to work days when meetings are being scheduled as soon as is practical.

#### **ARTICLE D – SENIORITY**

- D-1 The seniority lists for nurses as provided for in Article 10.02 shall be posted by the Hospital during January and July of each year.

#### **ARTICLE E – LEAVE OF ABSENCE – UNION BUSINESS (LOCAL)**

It is understood that Article E-1 (a) to (c) inclusive is representative of both the full-time and part-time bargaining units in total.

- E-1 Leave of absence for Union business as provided for in Article 11.02 will be granted pursuant to the following provisions:

- (a) Adequate notice of at least seven (7) days, excluding weekends, is given to the Hospital. Where it is not possible for the Union to give seven (7) days notice, excluding weekends, such request shall not be unreasonably denied.
- (b) That not more than four (4) nurses at any one (1) time and not more than two (2) nurses from one (1) area;
- (c) That the total number of days in any one (1) calendar year for such leave for all nurses not exceed seventy (70) days.
- (d) All requests for leaves of absence must be in writing and submitted to the Human Resources Department and entered in the Nursing Unit Log Book.

#### E-2 Local Coordinator Leave

The Hospital agrees to grant leave of absence, without pay, to nurses elected to the position of Local Coordinator. Subject to reasonable notice, it is understood and agreed that a Local Coordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position. Such leave of absence shall not exceed twenty (20) days in any one (1) calendar year.

### **ARTICLE F – STANDBY DUTY**

- F-1 (a) Scheduled standby assignments will be distributed as equitably as possible amongst the nurses in any unit utilizing standby.
- (b) Standby assignments shall be posted at the same time as the tours of duty schedule. A nurse taking standby duty shall not be required to take more than seven (7) standby tours in any twenty-eight (28) day period, unless by mutual consent.

### **ARTICLE G – HOURS OF WORK**

G-1 Shift schedules shall be posted two (2) weeks in advance and shall cover a **six (6)** week period, except as needed to accommodate the summer schedule.

- (a) Where a master rotation schedule is changed, the employees on the affected unit will be provided with 60 days notice that their master rotation will be amended.

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

G-2 In scheduling requests for paid holidays and banked lieu time, preferences will be given to nurses in accordance with their seniority having regard to the efficient operations of the Hospital and staffing requirements of each Unit. After the date established in G-1, requests must be in writing and will be granted by seniority. Late (impacting current posted shift schedule) requests shall be granted on a first come first served basis.

G-3 Where two (2) nurses, with comparable skills and expertise, agree to exchange tours, such arrangement shall be made in writing and shall not result in overtime payment. Full time employees shall only exchange tours of equal number of hours. Such requests shall not be unreasonably denied.

G-4 (a) Eight Hour Schedules

There will be at least sixteen (16) consecutive hours off between tours of duty.

For part-time nurses in Surgical Day Care or OR/Endoscopy/PACU there will be at least fourteen (14) consecutive hours off between tours of duty.

A change to the day tour following the night tour requires at least forty-eight (48) consecutive hours between such changes.

Should a nurse work with less than sixteen (16) consecutive hours off or forty-eight (48) consecutive hours off following the night tour as above, the nurse shall be paid in accordance with Article 14.03 for all hours worked on the next tour worked.

Should a part-time nurse in Surgical Day Care or OR/Endoscopy/PACU work with less than fourteen (14) consecutive hours off, the nurse shall be paid in accordance with Article 14.03 for all hours worked on the next tour worked.

(b) Twelve Hour Schedules

There will be at least twelve (12) consecutive hours off between tours of duty.

A change to the day tour following the night tour requires at least forty-eight (48) consecutive hours between such changes.

Should a nurse work with less than twelve (12) consecutive hours off or forty-eight (48) consecutive hours off following the night tour as above, the nurse shall be paid in accordance with Article 14.03 for all hours worked on the next tour worked.

G-5 Scheduling of Team Changes with less than forty-eight (48) consecutive hours off between such changes shall not result in premium payment as specified in Article 14.03.

If there are concerns expressed by a nurse impacted by a Team Change, she/he may request a meeting with the Director, Human Resources, the Nurse Manager and a Union representative prior to the implementation of the Team Change.

A Nurse may make a request for a Team Change. Such request shall not be unreasonably denied.

G-6 Split tours will not be scheduled.

- G-7
- (a) A weekend will be defined as approximately fifty-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
  - (b) The Hospital shall schedule a Nurse for:
    - i) at least one (1) weekend off in three (3) in the case of a normal daily tour.
    - ii) every other weekend off in the case of the normal daily extended tour.
  - (c) Should a nurse work a third and subsequent weekend as in (b) i) above or a second and subsequent weekend as in (b) ii) above then she shall be paid in accordance with Article 14.03 for all hours worked.
  - (d) A full-time nurse will not receive premium payment referred to in (b) and (c) above where:
    - i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
    - ii) such nurse has requested weekend work in writing with a copy to the Union; or
    - iii) such weekend is worked as the result of an exchange of shifts with another nurse.
  - (e) A part-time nurse will receive premium payment as provided for in Article 14.03 for all hours worked on a third consecutive and subsequent weekend 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 weekend is worked as the result of an exchange of shifts with another nurse.
- G-8 A part-time nurse shall not be required to change tours of duty more than once during a work week.
- G-9 Every consideration will be given by the Hospital to a Nurse who requests to work night tours on a permanent basis.
- G-10
- (a)
    - i) For schedules which apply to nurses working the normal daily tour, nurses will not be scheduled to work more than five (5) consecutive tours of work without days off.
    - ii) Should a nurse be scheduled to work in excess of five (5) consecutive tours, she shall be paid in accordance with Article 14.03 for those tours in excess of five (5) consecutive tours.

- iii) Nurses working the normal daily extended tour shall not be scheduled to work more than three (3) consecutive tours without days off.
  - iv) Should a nurse be scheduled to work more than three (3) consecutive tours, she shall be paid in accordance with Article 14.03 for those tours in excess of three (3) consecutive tours.
  - v) Where a part-time nurse works a combination of normal daily tours (7.5 hours) and normal daily extended tours (11.25 hours), she shall not be scheduled to work more than 3 consecutive tours without days off. Should a part-time nurse be scheduled to work more than three (3) consecutive tours and her hours of work exceed 33.75 hours then she shall be paid in accordance with Article 14.03 for all hours worked in excess of 33.75 hours.
- (b) i) The normal daily extended tour shall be introduced into any unit with mutual agreement between the Hospital and the Union when:
- A) sixty percent (60%) of nurses normally scheduled to work in that unit so indicate by secret ballot.
  - and
  - B) the Hospital approves the implementation of the normal daily extended tour.
- ii) The normal daily extended tour shall be discontinued on any unit when:
- A) sixty percent (60%) of the nurses normally scheduled to work on the unit so indicate by secret ballot.
  - B) the Hospital notifies the Union of its intention to discontinue the normal daily extended tour.
- iii) Where either party gives notice to the other of its intention to discontinue the normal daily extended tour, the parties shall meet within two (2) weeks to review and discuss the matter and attempt to resolve the concerns.
- iv) Where it is determined that the normal daily extended tour will be discontinued, one hundred and twenty (120) calendar days' notice shall be given to the other party, and to affected nurses where applicable.
- v) The following areas are presently working a normal daily extended tour:
- Intensive Coronary Care, Emergency, 3E, 3B, 4B

- G-11
- (a) For full-time a nurse who normally rotates tours, the length of normal working periods on day, evening or night rotation shall not exceed two (2) weeks in duration, except in extenuating circumstances. A nurse shall not be required to change tours of duty more than once during a work week.
  - (b) The Hospital will endeavour to maintain the current practice of providing rotations, for full-time nurses, so that at least 50% of the tours shall be day tours. This provision excludes the rotation where Team Changes occur.

G-12 Christmas/New Years

This Article shall not apply to any area where nurses normally work Monday to Friday, and are not normally scheduled to work on paid holidays.

- a) During the scheduling period which includes Christmas and New Years, the master rotation or normal scheduling regulations will not be altered.
- b) If a Full Time Nurse is scheduled to work Christmas or New Years on the master rotation, the Nurse may request the time off as vacation in accordance with H-1 (c) or may request the time off as a paid holiday.
- c) Nurses with comparable skills and expertise shall also maintain the option of exchanging shifts over the Christmas and New Years with Hospital's approval.
- d) Christmas shall be defined as commencing at 0700 hours on December 24 to 0700 hours on December 26. New Years shall be defined as commencing at 0700 hours on December 31 to 0700 hours on January 2. Part-time nurses will be available to work two (2) consecutive days or nights on either Christmas or New Years on alternate years and if necessary, alternate shifts on alternate years.

G-13 Self Scheduling

The nurses on any unit who intend to implement self scheduling for their unit over the Christmas/New Years period must inform their Nurse Manager by the first Monday in October of each year of:

- (a) the intent of full-time and/or part-time nurses to self schedule, and
- (b) the name of their designated unit representative, appointed by the nursing staff on the unit to coordinate the Christmas/New Years schedule.
- (c) A nurse shall be allowed to self-schedule at least four (4) consecutive days off at either Christmas or New Years season

The Nurse Manager will post the coverage needed. Nurses who wish to self-schedule are responsible to provide the coverage identified by the Nurse Manager as necessary to meet the patient care needs of the Unit.

The schedule must be submitted, by the unit representative, to the Nurse Manager two (2) weeks prior to the posting date of the time schedule for Christmas and New Years. The Nurse Manager will post the approved schedule in accordance with G-1 (a).

Any disputes regarding self scheduling shall be submitted to the Hospital-Union Committee for discussion at the meeting scheduled in November.

G-14 Full-time and part-time nurses who accumulate lieu time as provided in Article 14.09 shall take such lieu time by March 31 at a time mutually agreeable to the nurse and the Nurse Manager.

Lieu time taken must be equal to or greater than one-half ( $\frac{1}{2}$ ) hour.

Lieu time not taken by March 31 shall be paid out in the pay period following March 31.

G-15 A full-time nurse who is on scheduled days off, paid holidays or vacation shall not be called to work until part-time nurses who are available have been called.

A full-time nurse who consents to come into work while on scheduled vacation shall be paid in accordance to Article 14.03 for all hours worked while on scheduled vacation and their vacation bank shall be corrected.

G-16 Shift Premium

In reference to Article 14.10, an evening shift shall be all hours worked between 1500 and 2300 hours, and a night shift shall be all hours worked between 2300 hours and 0700 hours.

G-17 For the schedules of full-time nurses on a Continental schedule, (which includes job sharers), the Hospital will schedule the nurses to ensure a 1950 hour annual schedule. The Hospital will schedule one (1) tour off of in a twelve (12) week and apply 3.75 (three point seventy-five) hours dropped from each of the twelve (12) paid holidays to ensure a 1950 hour annual schedule. Nurses may request to change their scheduled one tour off, excluding Friday night tour and weekends except in extenuating circumstances, by submitting their request in writing, two (2) weeks prior to the posted schedule.

G-18 Where a nurse notifies her Nurse Manager or designate that she will be unable to take her unpaid meal time, she will be paid time and one-half ( $1\frac{1}{2}$ ) her regular straight time hourly rate for all time worked.

G-19 Where part time nurses are scheduled to work less than a normal tour (7.5 hours), Article G applies in its entirety except as amended by the following:

(a) The Hospital will endeavour to keep the number of hours comprised of less than seven and one half (7.5) hours to a reasonable level.

(b) No part time nurse shall be scheduled solely on tours which are comprised of less than seven and one half (7.5) hours in any pay period except where

such arrangements are requested by the employee. Nurses working in Norfolk Hospital Nursing Home shall not be scheduled solely on tours which are comprised of tours which are less than seven and one half (7.5) hours in any time block except where such arrangements are requested by the employee.

- (c) Where tours of less than seven and one half (7.5) hours are scheduled, all available tours of less than seven and one half (7.5) hours will be divided equally amongst the part time employees.
- (d) The Hospital agrees to meet with the Union to discuss the need to implement the scheduling of tours of less than seven and one half (7.5) hours in areas not currently utilizing them.

G-20

2 Day/2 Night/5 Off Schedule

- (a) The Parties agree that those units/wards wishing to initiate the 2 day/2 night/5 Days off schedule (2D2N), will have these new rotations created and posted no later than six weeks prior to implementation with the express understanding that the new rotation(s) is/ are being trialed for a six (6) month period. A vote for all Full-Time nurses on the affected unit/wards wishing to initiate the trial for the 2D2N schedule will be held when mutually agreed upon, in accordance with paragraphs (b)–(g) below.

At any meetings between the unit/ward employees and the Employer to discuss the 2D2N schedule, a Member of the Local Executive shall be in attendance.

- (b) A secret ballot vote will be jointly conducted by the Hospital and the Union to determine the wishes of the staff on the unit/ward. If eighty percent (80%) or more of the votes cast are in favour of implementing a 2D2N schedule, such schedule shall be implemented on the unit/ward for a six (6) month trial period. For a vote to be valid a minimum of 60% of eligible staff must vote.
- (c) It is understood that the implementation of a 2D2N schedule may not require all nurses on the unit/ward to work that schedule, but nonetheless all nurses assigned to the unit/ward may be affected by the schedule and therefore are eligible to vote.
- (d) Prior to conducting a vote, staff shall be provided with a copy of the proposed schedule for review.
- (e) Prior to the end of the six (6) month trial period, the Hospital and the Union shall meet to review the trial arrangement. Should both parties agree, the 2D2N schedule will be continued.
- (f) Employees will be selected for participation in the 2D2N schedule based on seniority. Participation in the trial is strictly voluntary. However, once a decision is made to take part in the trial, the employee remains committed to the trial for its duration unless suitable arrangements can be agreed upon by the Union and the Employer.

- (g) If the 2D2N schedule becomes permanent, proposed changes to the schedule including the number of participants will be addressed by the Scheduling Committee in accordance with the Letter of Understanding.
- (h) Full-time nurses will be scheduled nineteen hundred and fifty (1950) hours per calendar year to fulfill their obligation to the Hospital.
- (i) Job Sharer positions will not be entitled to work the 2D2N schedule.
- (j) Nurses must make themselves available to work their required additional shift(s) on both day and night shifts. The scheduling of the required additional shifts will be scheduled to provide direct patient care, prior to the scheduling of regular part-time nurses.
- (k) Full-time employees working the 2D2N schedule shall be scheduled for additional tours necessary to satisfy the 1950 paid hours per year requirement in any calendar year. These additional shifts will be scheduled by the Hospital during the employees otherwise regularly scheduled five (5) days off and equitably distributed throughout the calendar year as possible, and will be paid for hours worked at the employee's straight time hourly rate of pay. The Hospital will make all efforts to not schedule these required additional shifts in a manner which results in the employee working 5 consecutive tours and/or in excess of three consecutive weekends.
- (l) Nurses will not be required to work more than four (4) shifts in a row. The four (4) consecutive shifts will consist of two (2) eleven and one-quarter (11.25) hour days immediately followed by two (2) eleven and one-quarter (11.25) hour nights followed by five (5) consecutive days off. Premium will be paid, as per Article 14, for a fifth (5<sup>th</sup>) tour and subsequent tours save and except where:
  - i) The fifth (5<sup>th</sup>) tour is worked to satisfy specific requested days off requested by the employee; or
  - ii) The fifth (5<sup>th</sup>) tour is the result of an exchange with another employee; or
  - iii) The fifth (5<sup>th</sup>) tour is a required additional shift to maintain full-time hours subject to paragraph (k) above.
- (m) Employees will not be required to work more than three (3) consecutive weekends. If an employee works a fourth (4<sup>th</sup>) and subsequent weekend, the employee will be paid premium as per the Collective Agreement, 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; or

- iii) The employee worked the weekend shift to maintain full-time hours and to work their required additional shifts, subject to paragraph (k) above.

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

- (n) Vacation time will be requested as per the Collective Agreement.
- (o) All other provisions of the Collective Agreement shall apply.
- (p) These provisions will apply for the period of time that a regular part-time or casual nurse works a full-time line on the 2D2N schedule one complete pay period or more.
- (q) The 2D2N schedule may be discontinued in any unit/ward when the affected employees make request in writing to the Manager, and send copies to the Union, that a vote is taken to discontinue the 2D2N schedule. The written request must be signed by fifty percent (50%) plus one, of the affected employees working in the unit/ward.
- (r) The 2D2N schedule will be discontinued in a unit/ward if sixty-five percent (65%) of the staff in a unit/ward so indicate by secret ballot.
- (s) The 2D2N schedule will be discontinued in a unit/ward if the Hospital decides to do so because of adverse effects on patient care and/or inability to provide a workable staffing schedule and/or where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the extended tours in the schedule.
- (t) When notice of intention to discontinue in accordance with paragraphs (q), (r), (s) above is given by either party, then:
  - i) The parties shall meet within three (3) weeks of the notice to review the request for discontinuance; and
  - ii) Where it is determined that the extended tours will be discontinued, affected staff shall be given sixty (60) days notice before the schedules are so amended.

G-21

Missed Shifts

Once the parties have determined a nurse has been missed during the call-in process for an additional shift, the affected the nurse will be offered at least three alternative shifts. The offer to the nurse will be made by the scheduling office in the normal manner.

The extra shift will be paid at the rate of pay which the nurse would have received had the offer been made according to the collective agreement.

At the time of scheduling the nurse shall not be considered as part of the regular staffing compliment. However, this article continues to be binding regardless of any changes to staffing which occur after the nurse accepts the shift.

## **ARTICLE H – VACATIONS**

H-1 Full and Part time vacations will be scheduled as follows:

- (a) All requests for vacations for the period June 1 to December 14 must be submitted on the vacation planner, which will be posted on each unit from January 15 to February 15 of each year. In doing so the nurse shall submit up to three (3) choices of vacation in order of preference for the summer months (July 1<sup>st</sup> – Labour Day)

The vacation schedule will be posted as approved by March 30

- (b) All requests for vacation for the period December 15 to May 31 must be submitted on the vacation planner to be posted from September 1 to October 1 of each year.

The vacation schedule will be posted as approved by November 1.

- (c) In scheduling vacation requests, preferences will be given to nurses in accordance with their seniority having regard to the efficient operations of the Hospital and staffing requirements of each Unit. After the date established in (a) or (b) above, vacation requests must be in writing and will be granted by seniority. Late (impacting current shift schedule) requests shall be granted on a first come first served basis.

- (d) Vacations will be scheduled for the period of (b) above in accordance with G-12 for the Christmas/New Years period.

- (e) For the purposes of computing vacation pay entitlement and vacation pay, the vacation year shall commence on the employee's anniversary date. Vacation earned during any single vacation year may be carried over and taken in the following year.

- (f) Vacation pay will be paid to part-time employees on each pay. The employee will inform the employer of the appropriate account for deposit of vacation pay.

- (g) Full-time nurses may take a maximum of two (2) weeks of their vacation entitlement off during the summer months. When all full-time nurses have had the opportunity to schedule their 2 weeks off then any time remaining will be granted on the basis of seniority.

- (h) Where a full-time nurse has requested vacation and a part-time nurse has been scheduled to replace the full-time nurse then any change to that schedule shall only be by agreement of the part-time nurse.

- (i) During the summer period (July 1 to Labour Day) requests for a single day of vacation shall not take precedence over requests for a week or more of vacation where granting the single day request would result in the denial of vacation for a week or more of vacation.
- (j) A nurse has the option of cancelling their approved vacation if part of a consecutive block of a nurses' vacation request is not approved on the vacation planner and the nurse does not receive seven (7) consecutive days off.
- (k) The Hospital shall establish vacation quotas for each nursing unit. Such quotas shall not be unreasonably restrictive. Full-time and part-time quotas shall be separate.

**ARTICLE I – PAID HOLIDAYS**

I-1 The following Paid Holidays will be recognized by the Hospital:

New Years Day	Civic Holiday
Family Day - Third Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day – July 1	Boxing Day

**Full Time Only**

- I-2 Lieu days as provided for in Article 15.05 shall be taken within fifty (50) days prior to or fifty (50) days after the paid holiday, on a day to be mutually agreed between the nurse and her Nurse Manager.
- I-3 Where a full-time nurse has requested a lieu day for a holiday and a part-time nurse has been scheduled to work to cover that shift then any change to that scheduled day shall only be by agreement of the part-time nurse.

**ARTICLE J – GENERAL**

- J-1 Where any provision of this Agreement or any practice thereunder is at any time contrary to law, this Agreement is not to be deemed to be abrogated, but is to be deemed to be amended so as to make the provisions of this Agreement conform to the law.
- J-2 All correspondence arising out of or incidental to this Collective Agreement shall pass between the Director, Human Resources of the Hospital and the President of the Union as well as a copy being sent to the Labour Relations Officer of the Ontario Nurses' Association. It is recognized that the Labour Relations Officer is the signing authority on any and all documents related to bargaining unit matters.

J-3 The Hospital shall provide bulletin board space for the purpose of posting Union notices. All such notices must be jointly approved by the President of the Union, and the Hospital Director, Human Resources, or their designates.

J-4 The Hospital will provide pays by direct deposit on a bi-weekly basis into the nurse's account. Pay statements will be e-mailed on the Wednesday prior to the regular Thursday pay day.

J-5 The Hospital shall provide Hospital Greens/Scrub Uniforms in the following areas: Operating Room, Recovery Room, Nursery, Delivery Room, and Emergency.

J-6 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for an ONA job posting will be notified, in writing, within one (1) week of the decision being made and prior to the posting of the name of the successful candidate.

J-7 Retiree Benefits – Process for Payment

Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in Article 17.01 (h) will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorised withdrawal process or other mutually agreed payment process.

It is understood that any transaction would be dated the first of each and every month.

**ARTICLE K – PREPAID LEAVE**

K-1 In accordance with Article 11.11 the number of nurses who may be absent at any one time shall be seven (7) full-time nurses and three (3) part-time nurses.

It is understood that only one full-time nurse may be absent from any one unit.

**ARTICLE L – AVAILABILITY OF PART-TIME NURSES**

L-1 Nurses employed on a regular part-time basis will be available to work as follows:

(a) At least forty-four (44) weeks of the year including the month of December and eight (8) weeks during the Summer Time Block.

It is understood that vacation entitlement is included in the eight (8) weeks of unavailability.

(b) At least two (2) 11.25 hour tours or three (3) 7.5 hour tours per week.

(c) Two (2) shifts – i.e. days and nights.

(d) One (1) weekend in three (3), or more by mutual consent.

- (e) Part-time nurses shall submit their availability for the Time Block which includes July 1<sup>st</sup> to the Time Block which includes Labour Day (Summer Time Block). Requests shall be submitted in writing four (4) weeks prior to the date of the Time Block which includes July 1<sup>st</sup>.
- (f) At least five (5) paid Holidays per year other than Christmas and New Years.
- (g) Part-time nurses will submit their availability for the Time Block(s) which includes Christmas and New Years two (2) weeks prior to the posting date of the time schedule for Christmas and New Years.
- (h) Christmas shall be defined as commencing at 0700 hours on December 24 to 0700 hours on December 27. New Years shall be defined as commencing at 0700 hours on December 31 to 0700 hours on January 2. Part-time nurses will be available to work two (2) consecutive days or nights on either Christmas or New Years on alternate years and if necessary, alternate shifts on alternate years.
- (i)
  - i) Prescheduled shifts will be distributed on as relatively equitable basis as possible.
  - ii) Any additional tours which become available after schedules are posted will be offered to regular part-time nurses in accordance with seniority until each regular part-time nurse has reached 22.5 hours per week which is the commitment of availability.
  - iii) 22.5 hours commences from Monday to Sunday.
  - iv) Once all regular part-time nurses have met their commitment of availability of 22.5 hours per week, remaining tours will be offered on the basis of seniority to all qualified nurses up to 75 hours per pay on the following basis:
    - 1) Regular part-time nurse from the nursing unit
    - 2) Job Share nurses from the nursing unit
    - 3) Regular part-time nurses from other units
    - 4) Job Share nurses from other units
  - v) Any regular part-time nurse, whose scheduled tour(s) has been cancelled prior to the commencement of her tour, will be offered the first available tour, within her clinical expertise, as a make up tour prior to any other calls as noted above.
  - vi) Casual part-time nurses will only be called when the above procedure has been fully implemented and no regular part-time nurses or job sharers are available.
  - vii) Prior to posting the shift schedule as in G-1, shifts available as a result of vacation and/or paid holidays will first be distributed to available part time nurses in each unit on an equitable basis, prior to utilizing full time resource nurses.

L-2 Part-time nurses shall submit availability sheets to the Staffing Office:

- (a) at least two (2) weeks prior to the posting date as in G-1 (a) for purposes of identifying their availability for pre-scheduled shifts. If the nurse does not submit availability sheets she/he will be deemed to be available for all tours.
- (b) When a nurse is called for a tour within her/his unit that such nurse has indicated availability for, and commences within 48 hours of the call, the call placed is deemed an offer of work. If the nurse does not accept the shift within 2 hours, the nurse will be credited with the tour as if she/he had worked for the purpose of distribution of hours.

When a nurse is called for a tour within her/his unit that such nurse had indicated availability for and commences a minimum of 48 hours from the call, the nurse must accept the shift within 12 hours or the nurse will be credited with the tour as if she/he had worked for the purpose of distribution of hours.

- (c) Prior to the posting of the schedule, if all part time nurses on a given unit indicate non-availability for the same tour, thus resulting in the employer's inability to cover that tour, the regular part time nurses on that unit will be scheduled for the tour within their commitment on a rotating basis based on reverse seniority.

#### **ARTICLE M – WORKERS' COMPENSATION AND MODIFIED WORK**

- M-1 The Hospital will notify the President of the Local Nurses' Union of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.
- M-2 When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will contact, and if requested meet with, a Staff Representative of the Ontario Nurses' Union and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
- M-3 The Hospital agrees to provide the employee and the Union with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.
- M-4 Any employee returning to work on modified duties, shall be provided with a description of the general scope of work and details of the level of physical exertion as far in advance of the return to work date as possible.

#### **ARTICLE N – JOB SHARING**

The parties mutually agree to implement job sharing. The Employer shall not arbitrarily or unreasonably refuse to implement job sharing.

The Parties agree to the following terms and conditions and scheduling for Job Sharing.

Each unit is limited to one job share arrangement unless otherwise agreed between the parties. Where the parties have agreed to a job share arrangement a notice will be posted for a two week period to allow any nurse the opportunity to submit a request for a job share position. Following the two week period, should more than one request be received then seniority shall be the deciding factor.

- N-1 All such positions shall be considered full-time.
- N-2 Job share requests with regard to full-time positions shall be on an individual basis, subject to the above.
- N-3 Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) nurses. Where there is a conflict, the Nurse Manager will be consulted.
- N-4 The above schedules shall conform with the scheduling provisions applicable to full-time nurses.
- N-5 Job sharers shall be treated as regular part-time nurses for all purposes with the exception of Article L. Job sharers may be called for additional shifts which become available on their unit only after all regular part-time nurses on the unit have been offered the work in accordance with Article L-1 (i) iv).
- N-6 Each job sharer may exchange shifts with her partner, if her partner is unable to exchange she may exchange with other nurses as provided by the Collective Agreement.
- N-7 The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- N-8 It is expected that both job sharers will be prepared to cover each others vacation, however, if the job sharers do not cover each other for vacation then they will be part of the vacation quota and approval of their vacation request will be subject to availability of part-time coverage.
- N-9 Job sharers will endeavour to cover leaves of absence including sick leave of their partner. For absences of more than fourteen (14) calendar days, the nurse may elect to cover the entire period of the absence. If a nurse elects not to cover the entire absence then the vacancy shall be filled in accordance with Article 10.07 (d).
- N-10 Implementation
- Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

- N-11 A full-time nurse wishing to share her position may request, in writing, that the Employer create a job sharing position. If the Employer and the Union agree to establishing a job share position the other half of the job share position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- N-12 If one of the job shares leaves the arrangement her job share position will be posted. If there is no successful applicant to the position, the shared position must revert to a full time position and shall be posted in accordance with the Collective Agreement.
- If the remaining job share partner does not apply to the full time position, or she is not the successful applicant to the posting then she shall revert to a part-time vacancy on the same unit. If there are no vacant part time positions on the same unit, the nurse shall exercise her seniority to transfer or displace another nurse, i.e Article 10.09 (b) ii) C and D.
- N-13 Either party may terminate the job sharing arrangement on giving eight (8) weeks notice to the other, in writing, of their desire to terminate. A meeting will be held within two (2) weeks of notice to discuss reasons and implementation. It is understood that such discontinuation shall not be unreasonable or arbitrary.

## **ARTICLE O – HEALTH AND SAFETY**

### **O-1 Violence in the Workplace**

Violence shall be defined as any incident in which a nurse is abused, threatened or assaulted during the course of his/her employment. It includes the application of force, threats with or without weapons and severe verbal abuse. The Hospital agrees that such incidents will not be condoned. Any nurse who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.

The Hospital shall continue to ensure that the Violence in the Workplace Policies are maintained in consultation with the Joint Health and Safety Committee (JHSC). The Employer will provide training, information and written copies if requested, to all new nurses during their orientation.

The Hospital will inform the JHSC in writing, of all incidents related to violence within four (4) days.

For critical injuries the hospital will notify a JHSC representative and the Union immediately. The ministry will be notified in writing, with a copy to the Union within forty-eight hours. Such notices will contain all the information as prescribed in section 5 of the Health Care Regulation.

The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property such as eyeglasses, ripped uniforms, personal clothing as a result of being assaulted while performing her work.

The Hospital and the Union recognize that, where preventative measures have failed to prevent violent incidents, counseling and support must be available through the employee assistance program to help victims recover from such incidents.

O-2 Musculoskeletal Injury Prevention and Control

1. The Hospital shall maintain musculoskeletal prevention and control measures, procedures, practices and training for the health and safety of nurses. Provision for annual (and more frequently as necessary) review and revision will continue to be conducted through the Joint Occupational Health and Safety Committee.
2. The Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment during new employee orientation and thereafter as required.

O-3 Needlestick and Sharps Injuries

The Hospital, in consultation with the Joint Health and Safety Committee, shall continue to implement and monitor a program for the prevention of needlestick and sharp injuries and the treatment of such injuries should they occur. The program should include and address nurse training and education with respect to needlestick and sharps injury prevention, and provide for the maintenance of a needlestick/sharps injuries incident report to detail incidents. The Joint Health and Safety Committee shall evaluate the program annually.

O-4 Early and Safe Return To Work

The Employer and the Union are committed to a consistent, fair approach to meeting the needs of disabled nurses, 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 that ongoing and timely communication by all participants in this process is essential to the success of the process. The Employer and the Union agree that all participants will use electronic communication and other communication processes where possible to expedite communication.

- (a) A joint Return to Work Committee (RTWC) comprised of: Occupational Health Coordinator, Bargaining Unit President or designate, the nurse and the nurse's manager. The Occupational Health Coordinator will be recognized as the RTWC Chair. The Committee will meet quarterly or as necessary. The Bargaining Unit President or designate, who attends return to work meetings on her 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.
- (b) The Employer will provide an updated list of information to the RTWC before each meeting including the following:

- i) Nurses absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits.
  - ii) Nurses absent from work because of disability who are in receipt of Long Term Disability benefits including the last day worked.
  - iii) Nurses who have been absent from work because of disability for more than twenty-four (24) months.
  - iv) Nurses who are currently on a temporary modified work program.
  - v) Nurses who are currently permanently accommodated in the workplace.
  - vi) Nurses who require temporary modified work.
  - vii) Nurses who require permanent accommodation in the workplace.
- (c) A disabled nurse who has obtained medical clearance from her treating physician to return to work will provide the Occupational Health Services with this verification of her ability to return to work including information regarding any restrictions. The nurse will advise her manager or Occupational Health Services that she wishes to return to work. The Occupational Health Services will advise the manager when she is cleared to return to work. It is understood that the Employee Health physician is not the treating physician for the disabled nurse.
- (d) When a returning nurse is in need of modified work or a permanent accommodation, the Employer will notify the RTWC and will provide to them the information obtained under (c) above.
- (e) As soon as practicable, the Committee will meet with the affected nurse, the Manager and Occupational Health Services to create and recommend a return to work plan. In some cases, if the RTWC can not meet in a timely manner, the Chair, in consultation with the nurse, will initiate a return to work prior to the RTWC meeting. The RTWC will review plan at the soonest possible time.
- (f) In creating a return to work plan, Occupational Health Services will take a lead role in making recommendations to the Committee and the Manager, which will examine the disabled nurse's abilities and accommodation needs to determine if the nurse can return to her:
- i) original position;
  - ii) original unit;
  - iii) original unit/position with modifications to the work area and/or equipment and/or the work arrangement;
  - iv) alternate positions outside the original unit.
- (g) In creating a return to work plan, the Committee, the Manager and Occupational Health Services, in consultation with Human Resources will consider the nurse's abilities and accommodation needs, if she is unable to return to work in accordance with Article (f) above, they will identify any positions in the organization in which the nurse may be accommodated.
- (h) A nurse in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such a

nurse will remain on the list of nurses requiring permanent accommodation provided under Article (b) vii) above. Once a nurse has been offered appropriate permanent accommodation, she will be removed from the list of nurses requiring permanent accommodation. The Employer will advise the Union of offers of permanent accommodation.

- (i) The parties recognize that more than one (1) nurse requiring accommodation may be suitable for a particular position or arrangement. In such cases, the parties agree that in complying with Articles (f), (g) and (h) above, they must first consider the skills, ability and experiences of the nurses. They may then balance additional factors including but not restricted to:
  - i) ability to acquire skills;
  - ii) seniority;
  - iii) path of least disruption in the workplace.
- (j) When more than one (1) nurse is deemed by the Committee to be suitable for a particular position or arrangement, and the factors set out in Article (i) are relatively equal, seniority shall govern.
- (k) The Committee will monitor the status of accommodated nurses and the status of nurses awaiting accommodation.
- (l) The Committee will develop and recommend strategies for:
  - i) safely integrating accommodated nurses back into the workplace;
  - ii) educating nurse about the legal, personal, organizational aspects of returning disabled nurses to work.
- (m) Alternative Placements
  - i) Before posting, the Occupational Health Services and Human Resources will examine all potential vacancies to determine if they can be used to accommodate a disabled nurse who requires accommodation but cannot return to her home unit in accordance with Article (f).
  - ii) If a vacancy is identified as suitable for accommodation purposes, Occupational Health Services and Human Resources may recommend holding the posting in consultation with the Committee to determine:
    - 1) 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.
    - 2) whether the posting of the position under the Collective Agreement between the parties may be waived.

- 3) whether a position outside the bargaining unit may be an appropriate position for accommodating a nurse.
- (n) 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.
- (o) In the event the accommodation placement is unsuccessful, the parties will meet to determine next steps.
- i) The parties may agree to a written agreement for temporary accommodations of extended duration.
  - ii) The home position of a nurse requiring permanent accommodation may be posted under the following circumstances:
    - 1) The nurse is permanently accommodated in another position or arrangement.
    - 2) The weight of the medical evidence establishes that there is no reasonable prospect of a return to her original position in the foreseeable future.
    - 3) The Employer may elect to fill the disabled nurse's home position by posting a temporary or permanent vacancy.
    - 4) In so electing, the position will be filled in accordance with the job posting provisions of the Collective Agreement.
    - 5) When a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
    - 6) If and when it is confirmed that the disabled nurse cannot return to her original position, the position will then be posted as a permanent vacancy.
    - 7) Filling of a disabled nurse's home position does not remove the Employer's duty to accommodate that nurse.

#### **ARTICLE P – ELECTRONIC GRIEVANCE FORMS**

- P-1 The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement.
- P-2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- P-3 Electronic grievances may be sent, via e-mail, to the applicable manager and copied to Human Resources, or the identified designate.

- P-4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- P-5 The Union will get a copy of the electronic version signed by the grievor (not subject to the time limits defined in Article 7).
- P-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 Q – REASSIGNMENT OF NURSES**

- Q-1 For purposes of a partial shift or single shift reassignment, as referred to in Article 10.08 (a), the Hospital will reassign nurses scheduled on the unit and shift from which the reassignment is to occur as follows:
- (a) voluntarily, and if no volunteers
  - (b) a nurse who is assigned to the Float unit who is on the unit on that tour, and if no Float nurse
  - (c) in order of seniority, the most junior qualified casual part-time nurse, and if no qualified casual nurse
  - (d) in order of seniority, the most junior qualified regular part-time nurse, and if no qualified regular part-time nurse
  - (e) in order of seniority, the most junior qualified full-time nurse.

The Charge Nurse, preceptors and mentors with employees still in their familiarization period will not be reassigned.

Dated at Simcoe, Ontario, this 7th day of March, 2018.

FOR THE EMPLOYER

FOR THE UNION

S. J. Irvine

P. Sarides  
Labour Relations Officer

Heather Riddell

Linda Hefferman, BUP

Vicky Florin

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Kim Mullins

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Paula Belk

**LETTER OF UNDERSTANDING**

Between

**NORFOLK GENERAL HOSPITAL  
NURSING**  
(Hereinafter referred to as "the Hospital")

And:

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

Re: Bargaining Unit President

Linda Heffernan, while in her current position and status and acting as Bargaining Unit President (BUP), will be scheduled for a day shift (12 hours) only for the duration of her term of office.

The employer further agrees to provide the BUP with access to an ONA membership distribution list icon within an ONA President Log in on the Hospital email system, to be accessed from outside the Emergency Department.

Dated at Simcoe, Ontario, this 7th day of March, 2018.

FOR THE EMPLOYER

FOR THE UNION

S. J. Irvine

P. Sarides  
Labour Relations Officer

Heather Riddell

Linda Heffernan, BUP

Vicky Florin

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Kim Mullins

\_\_\_\_\_

Paula Belk

**LETTER OF UNDERSTANDING**

Between

**NORFOLK GENERAL HOSPITAL  
NURSING**  
(Hereinafter referred to as "the Hospital")

And:

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

Re: Self Scheduling

The Parties agree to enter into a Self Scheduling Program on the following conditions:

- 1) Self Scheduling may be cancelled at any time by either party, by giving forty (40) days written notice to the other party of its desire to terminate this agreement.
- 2) The Employer will not be required to pay overtime rates for any hours worked by a nurse in excess of the normal hours, where such excess hours are made necessary only to accommodate the transition to or from the Self Scheduling. Similarly, no penalty or premium payments referred to in Article 14.03 resulting directly from the transition to or from the Self Scheduling will be paid.
- 3) Any and all conditions and terms of the Collective Agreement, Appendices and Letters of Understanding between the Hospital and Union shall remain in full force and effect except as amended by this Letter of Understanding.
- 4) The selection of tours shall be made in accordance with departmental needs. The Employer is responsible for final approval of all schedules.
- 5) The effects of Self Scheduling will be closely monitored and feedback from participants will be sought through regular contact and/or meeting to ensure a continued smooth and efficient Self Scheduling process.
- 6) For the purpose of Article 13.02 the normal tour for regular part-time or casual part-time may be eleven and one quarter (11.25) or seven and one half (7.5) hours, exclusive of meal time.
- 7) Regular part-time nurses will be required to select a minimum of ninety to one hundred thirty five (90 to 135) hours respectively in a four to six week posting period.
- 8) Full-time and regular part-time nurses must work a minimum of fifty percent (50%) shift where such shift is available.

- 9) The Nurse, when self scheduling, will ensure a period of at least twenty-three (23) hours off between the start of shifts and at least fifty-six (56) hours off when changing from night tour to another tour of duty. A shorter period of time off may be agreed upon by mutual consent between the nurse and the Hospital. Where a nurse is not self scheduling safely, or is consistently waiving the scheduling premiums, either party may require the nurse to cease the practice of scheduling shorter periods of time off.
- 10) No nurse shall be scheduled more than three (3) consecutive extended tours unless mutually agreed between the Nurse and the Employer.
- 11) Notwithstanding ten (10) above, no nurse shall schedule herself or be scheduled for more than four (4) consecutive extended tours or forty-five (45) hours without a day off.
- 12) Full-time nurses shall schedule three weekends and regular part-time nurses shall schedule two weekends in each six (6) week scheduling period. A weekend off is defined as being fifty-six (56) hours off work during the period following the completion of the Friday day shift and the beginning of the Monday day shift.
- 13) Nurses who are scheduled to work on a Holiday weekend will be given the first opportunity to work on the actual day of the Holiday.
- 14) It is understood that full-time nurses will be required to schedule themselves to work at least two (2) consecutive days or nights between December 24 at 0700 until December 27 at 0700 or December 31 at 0700 until January 2 at 0700.
- 15) Process for Self Scheduling
  - a)
    - i) Self Scheduling may be introduced to any unit when seventy percent (70%) of the combined full-time, regular part-time and job sharers, permanently assigned to the unit, so indicate by secret ballot, and;
    - ii) the secret ballot vote will be conducted by the Union. The result of the vote will be determined on the basis of votes cast, not including spoiled ballots. The Union will post the result of the vote.
  - b) The secret ballot referred to above shall not take place unless six (6) months has elapsed from the day of any previous vote.
  - c) Self Scheduling may be discontinued or changed in any unit when:
    - i) sixty percent (60%) of the combined full-time, regular part-time and job sharers, permanently assigned to the unit, so indicate by secret ballot, and;
    - ii) the secret ballot vote will be conducted by the Union. The result of the vote will be determined on the basis of votes cast, not including spoiled ballots. The Union will post the result of the vote.
  - d) Self Scheduling will be introduced on a trial basis for a period of six (6) months. One month prior to the end of the trial, a second secret ballot vote will be conducted as per above. Where at least seventy percent (70%) of the combined full-time and regular part-time employees vote in favour and subject to agreement of the Hospital, self scheduling arrangements will continue.

- e) Only one unit at a time may conduct a trial unless otherwise agreed to by the parties.

Dated at Simcoe, Ontario, this 7th day of March, 2018.

FOR THE EMPLOYER

FOR THE UNION

S. J. Irvine \_\_\_\_\_

P. Sarides  
Labour Relations Officer

Heather Riddell \_\_\_\_\_

Linda Hefferman, BUP

Vicky Florin \_\_\_\_\_

\_\_\_\_\_

Kim Mullins \_\_\_\_\_

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Paula Belk \_\_\_\_\_