

**LOCAL ISSUES**

Between:

**ROUGE VALLEY HEALTH SYSTEM  
[hereinafter referred to as the "Hospital"]**

And:

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

COMBINED

**Expiry Date: March 31, 2018**

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**APPENDIX 3****SALARY RATES**

Registered Nurse  
Discharge Planner  
Regional Coordinator  
(PCI/Angioplasty, Cath Lab)

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

Classification – Graduate Nurse

	Effective April 1, 2015	Effective April 1, 2016	Effective April 1, 2017
Start	\$29.85	\$30.27	\$31.00
1 Year	\$30.27	\$30.69	\$31.12

Occupational Health Nurse  
Infection Control Nurse  
Utilization Flow Coordinator

	Effective April 1, 2015	Effective April 1, 2016	Effective April 1, 2017
Start	\$32.57	\$33.03	\$33.83
1 Year	\$33.02	\$33.48	\$33.95
2 Years	\$33.59	\$34.06	\$34.54
3 Years	\$35.24	\$35.73	\$36.23
4 Years	\$36.92	\$37.44	\$37.96
5 Years	\$38.99	\$39.54	\$40.09
6 Years	\$41.09	\$41.67	\$42.25
7 Years	\$43.19	\$43.79	\$44.40
8 Years	\$46.28	\$46.93	\$47.59
25 Years	\$47.08	\$47.74	\$48.41

**APPENDIX 3****SALARY RATES**Unit Coordinator

	Effective April 1, 2015	Effective April 1, 2016	Effective September 7, 2016	Effective April 1, 2017
Start	\$32.67	\$33.13	\$33.45	\$34.26
1 Year	\$33.12	\$33.58	\$33.91	\$34.38
2 Years	\$33.65	\$34.12	\$34.45	\$34.93
3 Years	\$35.24	\$35.73	\$36.04	\$36.54
4 Years	\$36.92	\$37.44	\$37.65	\$38.18
5 Years	\$38.99	\$39.54	\$39.66	\$40.22
6 Years	\$41.09	\$41.67	\$41.68	\$42.26
7 Years	\$43.19	\$43.79	\$43.79	\$44.40
8 Years	\$46.28	\$46.93	\$46.93	\$47.59
25 Years	\$47.08	\$47.74	\$47.74	\$48.41

Registered Nurse First Assistant (RNFA)

	Effective April 1, 2015	Effective April 1, 2016	Effective April 1, 2017
Start	\$35.93	\$36.43	\$37.31
1 Year	\$36.42	\$36.93	\$37.45
2 Years	\$37.01	\$37.53	\$38.06
3 Years	\$38.87	\$39.41	\$39.96
4 Years	\$40.72	\$41.29	\$41.87
5 Years	\$42.97	\$43.57	\$44.18
6 Years	\$45.29	\$45.92	\$46.56
7 Years	\$47.61	\$48.28	\$48.96
8 Years	\$51.01	\$51.72	\$52.44
25 Years	\$51.90	\$52.63	\$53.37

Nurse Practitioner

Step	Year	Effective April 1, 2015	Effective April 1, 2016	Effective April 1, 2017
1	Start	\$58.96	\$59.79	\$60.63
2	1 Year	\$59.29	\$60.12	\$60.96
3	2 Years	\$59.61	\$60.44	\$61.29
4	3 Years	\$59.94	\$60.78	\$61.63
5	4 Years	\$60.27	\$61.11	\$61.97
6	5 Years	\$60.60	\$61.45	\$62.31
7	6 Years	\$60.93	\$61.78	\$62.64
8	7 Years	\$61.25	\$62.11	\$62.98
9	8 Years	\$61.58	\$62.44	\$63.31
10	25 Years	\$61.91	\$62.78	\$63.66

**APPENDIX 4****AJAX & PICKERING SITE - SUPERIOR CONDITIONS****FULL TIME ONLY**Educational Allowance

The Employer will pay the monthly bonus as follows to Assistant Head Nurses and Head Nurses:

CHA Nursing Unit Administration Course/or equivalent	\$15.00 per month
Post Graduate Course	\$15.00 per month
One Year university course	\$40.00 per month
Baccalaureate Degree	\$80.00 per month
Master's Degree	\$120.00 per month

A nurse possessing more than one certificate or degree shall be entitled only to the highest bonus provided in the schedule. A nurse will present the Employer with her/his certificate for the above.

Vacation

Note: Article 16.01

Nurses will accumulate vacation within the vacation entitlement year of July 1<sup>st</sup> to June 30th as follows:

Full-time Head Nurse and Assistant Head Nurses

- Up to fifteen (15) years - 1.67 days per month of service.
- Fifteen (15) years to twenty-five (25) years - 2.08 days per month of service.
- Over twenty-five (25) years - 2.50 days per month of service.

Sick Leave and Long Term Disability

A nurse who returns to full-time service from part-time service shall have reinstated any sick leave credits accumulated during previous full-time service, provided that her/his employment with the Employer has remained unbroken since the time of full-time service.

Full-time nurses presently employed who are covered by the long-term disability plan in effect as of April 30, 1989 will continue with their present coverage.

**APPENDIX 4****CENTENARY SITE - SUPERIOR CONDITIONS****Recognition for Post Graduate Education**

1. In accordance with past practice the Director of Nursing, where applicable, may at her discretion, grant an increase in the nurse's starting salary to recognize post graduate education, by establishing her salary on an increment level closer to the current maximum of the applicable salary range than her qualifications would otherwise warrant.

## **ARTICLE A – RECOGNITION**

- A.1 The Hospital recognizes the Union as the exclusive bargaining agent of all registered and graduate nurses employed by the Rouge Valley Health System, engaged in a nursing capacity, save and except, Clinical Educators\Facilitators, Clinical Practice Leaders, Clinical Nurse Specialists, Managers and those above the rank of Manager.
- A.2 The word "nurse" when used throughout this Agreement shall refer only to persons included in the above bargaining unit.
- A.3 The word "Union" when used throughout this agreement refers to the Ontario Nurses' Association.

## **ARTICLE B - MANAGEMENT FUNCTIONS**

- B.1 The Union recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:
- (a) Maintain order, discipline, efficiency;
  - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline nurses, provided that a claim of discriminatory promotion, demotion, transfer or layoff, or that a claim of discharge, suspension, or discipline without just cause, or a violation of the provisions of this Agreement may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) determine, in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment of the service;
  - (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith;
  - (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses not inconsistent with the provisions of this Agreement.
- B.2 These rights shall be exercised in a manner consistent with the provisions of this Agreement.

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

- C.1 The Employer recognizes the Union's right to appoint a representative(s) in each area where members of the Union are assigned to work.
- C.2 The Hospital shall recognize temporary substitution(s) appointed by the Union.



C.3 The union will endeavour to have at least one representative for each site.

C.4 Hospital Association Committee

The Hospital Association Committee shall be comprised of four (4) nurses representing both sites and an equal number of representatives of the Hospital.

C.5 Negotiating Committee

The Negotiating committee shall consist of not more than five (5) nurses representing the Bargaining Unit.

C.6 Grievance Committee

The Grievance Committee shall consist of not more than three(3) nurses at any one meeting.

C.7 The Hospital shall provide bulletin boards at both sites upon which the Union may post any notices of Union business. All such notices must be signed by a member of the Union Executive, and are subject to the approval of the Hospital. The Hospital shall allow the posting of meeting notices on individual units.

C.8 The Union interview for all newly hired nurses shall be scheduled by the Hospital to take place during the nurse's orientation period. The Hospital agrees to provide the Union with the names and units of the new nurses that are available, by email, on the Monday prior to the orientation. Both parties recognize this information is subject to change. All known changes will be sent by email on the Friday before orientation, wherever possible.

The Hospital will send to ONA, by email, the orientation schedule for the full calendar year, by December 15th of each year.

C.9 Professional Development Committee

The Professional Development Committee shall be comprised of three (3) representatives of the Union and two (2) representatives of the Hospital.

C.10 Union office space shall be provided by the Hospital on an ongoing basis. Such space shall include access to a phone line and data drop.

C.11 Travel Between Sites

The Employer will reimburse one (1) Union Executive as per Hospital policy for travel between sites required due to meetings with the Employer.

C.12 Occupational Health and Safety Committee

The Hospital will recognize two (2) bargaining unit employee(s) for each of the Joint Occupational Health and Safety Committee(s). When a regular member of the Committee is not available, she/he may be replaced by an alternate, appointed by the Union. It is recognized that two ( 2) representatives will be for the Occupational Health and Safety Committee Scarborough site and two (2) representatives will be for the Occupational Health and Safety Committee Ajax site.

**ARTICLE D - UNION LEAVE**

- D.1 Leaves of absence for Union business will be granted upon request provided as much advance notice as possible is given and shall not interfere with the efficient operation of the unit.
- D.2 The Hospital will provide leave without pay for up to thirty-six (36) days per calendar year for the Local Coordinator or designate. It is agreed that this leave will be in addition to the other Union leaves. Such leave will be requested as far in advance as possible.
- D.3 The Bargaining Unit President and Local Co-ordinator will, upon request, be scheduled for day shift only.

The Bargaining Unit President or designate shall be entitled to one (1) day of paid leave per week to a total of fifty-two (52) days per calendar year, with no loss of seniority, service, or benefits to attend to union business related to the Employer.

In the event of a crisis (either locally or provincially), local executive may be relieved of their nursing duties in order to fulfil executive obligations. It is understood that the executive members will then be on a Union leave of absence from the Hospital.

**ARTICLE E - EARNED LEAVE (PAID HOLIDAYS)**

- E.1 (a) The following shall be recognized as holidays:

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

- E.2 Where a nurse is entitled to a lieu day, such lieu day shall be granted thirty days before or ninety days after the date on which the holiday was observed, to be taken on a day mutually agreed to between the Hospital and the nurse. Such agreement will not be unreasonably withheld by either the Manager or the nurse.
- E.3 For the purpose of determining entitlement to the premium payment for work performed on the holiday the nurse who works the majority of her/his scheduled hours on the calendar day of observance of the holiday will receive the premium payment.
- E.4 Any nurse scheduled to work the weekend in conjunction with a paid holiday will be scheduled to work the paid holiday except as mutually agreed between the nurse and the manager and so long as this agreement does not interfere with any other nurse's rights under this provision. Any nurse who is not scheduled to work the weekend in conjunction with the paid holiday will be scheduled off for the paid holiday. When a weekend includes two paid holidays there is no entitlement to both paid holidays worked or off.

**Clarity Note: Master Schedules may be revised to accommodate the above.**

Single day vacation requests on long weekends will only be granted in exceptional circumstances, and provided the request does not cause overtime payments.

Notwithstanding the provisions of G.17 work that is available on a weekend to which a paid holiday is attached shall be scheduled in the following manner:

- (i) Work available on Saturday and Sunday will be scheduled in accordance with G.17 prior to the scheduling of work available on the paid holiday.
- (ii) Work available on the paid holiday will be scheduled giving E.4 priority. Therefore, a nurse who works or is scheduled for all or part of the aforementioned weekend will be scheduled for the available work on the paid holiday. Available work will be scheduled for the most senior nurse who has worked or been scheduled for all of the weekend. If no nurse has worked the entire weekend the available work will be scheduled for the nurse who has worked or been scheduled for any part of the weekend.
- (iii) If more than one nurse has worked part of the weekend, the nurse who has worked or been scheduled for more hours on the weekend will be scheduled for the work on the paid holiday.
- (iv) If nurses have worked or been scheduled for equal parts of the weekend the more senior nurse will be scheduled for the paid holiday.
- (v) If no nurse has worked any part of the weekend the available work on the paid holiday will be scheduled in accordance with the provisions of G.17.

## **ARTICLE F – VACATIONS**

F.1 Vacation entitlement for nurses will be calculated as at their employment anniversary date in any year.

F.2 A nurse will normally be scheduled off duty for the weekend preceding the start of her/his vacation period unless otherwise requested by the nurse. Where coverage allows, at non-premium rates, the weekend following the vacation period will also be scheduled off.

F.3 It is understood and agreed that the Hospital will give every consideration to the nurses' preference as to the timing of their vacation, but of necessity the Hospital must reserve the right to the final decision as to the scheduling of vacations.

It is understood that vacation time may be requested as single days or multiples thereof.

F.4 a) All nursing departments will utilize the RVHS Vacation Planner or other RVHS approved electronic scheduling system. There will be a note on the top of this Calendar showing the maximum number of staff allowed to take vacation per week. The Hospital agrees not to be unduly restrictive in the determination of this maximum number. Where a unit posts the Vacation Request Calendar by non-electronic means staff must write their requests on the calendar in ink. The Vacation Request Calendar will be posted on each unit by February 1st of each year such that nurses will submit requests for vacation for the period of May 1st to

April 30th excluding the period of approximately December 15th to approximately January 15th of each year by no later than 1500 hours on the last weekday of February each year. All vacation approvals will be posted by April 15 of each year. Nurses will indicate order of preference their 1st, 2nd, and 3rd preferred vacation period. Unresolved conflicts between nurses on the same unit requesting the same times will be decided on the basis of seniority.

Vacation requests for the upcoming vacation period referred to above made after 1500 hours on the last weekday of February and before April 15th will be dealt with on a first come first served basis. This decision will be provided by April 29th.

Vacation requests made after April 15th will be dealt with on a first come first served basis. Such requests will be dealt with within three (3) weeks of being received by the Manager.

- b) Staff may initially request a maximum of two weeks vacation between June 15 and September 15 and may indicate in order of their preference their 1st, 2nd and 3rd preferred vacation periods. If none of these preferences are able to be granted, the nurse will be so advised prior to April 15 and will be given the option of selecting another preference by seniority during the period between June 15 and September 15 prior to the posting of the vacation schedule. Staff who did not receive any of their 3 preferences will be able to choose, by seniority, from the remaining available time for summer vacations. Once this process is complete, additional weeks, beyond the two weeks maximum, may be added on a seniority basis and where coverage allows.
- c) A nurse may cancel, approved vacation, with managers agreement with a minimum of twenty-eight (28) days notice prior to the posting of the schedule for which the vacation is to be taken.

#### F.5 Part-time Only

Part-time nurses will receive vacation time off which is equivalent to that of full-time based on a pro-ratio of total hours worked full-time service (formula i.e. - 1500 hours equals one (1) year).

#### F.6 Part time Only

Vacation pay at the appropriate rate shall be included on the bi-weekly pay.

- F.7 A nurse may carry over up to thirty-seven point five (37.5) hours of vacation per year.

- F.8 The operational requirements related to vacation quotas for each unit will be determined and the nurses on the unit notified of these vacation quotas at the time of the posting of the vacation request calendar referred to in F.4 above.

### **ARTICLE G - HOURS OF WORK AND WORKING CONDITIONS**

- G.1 a) Schedules shall be posted at least four (4) weeks in advance of the current pay period with the exception of the Casual Staffing Resource Team ( 1 week

in advance). The Employer will determine the schedule posting dates on an annual basis and will confirm these dates with the Union. All Unit Managers will be notified of the schedule posting dates for the year.

Requests for specific days off must be submitted in writing at least one (1) week prior to the posting of the schedule. Requests for changes to the posted schedules must be submitted in writing and, where feasible, co-signed by the nurse willing to exchange days off or tours of duty. These requests must be approved by the Manager or designate and such requests shall not be unreasonably denied.

- (b) Each unit will provide the current master rotation to the Bargaining Unit President by January 15<sup>th</sup> of each year. In addition a copy of all new or revised master schedules will be provided to the Bargaining Unit President.

The Union will provide the Employer with feedback related to the schedules within six (6) weeks of the provision of the schedule.

- (c) When an individual line of a master rotation is permanently vacated nurses on the unit shall have the right to request to move to the vacated line in accordance with seniority. Approval of such request will give consideration to adequate skill mix coverage of the unit, experience and qualifications that will meet the patient care needs and operational needs of the unit. This approval shall not be unreasonably or arbitrarily denied. The resultant vacancy shall be posted in accordance with the collective agreement. When master schedules are revised, selection and approval of new lines shall be on the basis of seniority provided the selection will result in adequate skill mix coverage of the unit, experience and qualifications that will meet the patient care needs and operational needs of each unit. The approval of the new lines shall not be unreasonably withheld. A copy of all new or revised master schedules will be provided to the Bargaining Unit President.

## G.2 Premium Scheduling

- (a) The Hospital shall not be required to assign any hours which may result in overtime or scheduling premium payment (time and one-half or double time payment).

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.

- (b) Overtime shifts will be scheduled in the following manner:
  - (i) Overtime shifts will be offered on a one shift at a time rotational basis with the exception of weekend shifts, which may be offered in multiples, starting with the senior qualified nurse available, subject to the following, within a pay period.
  - (ii) Once a nurse has been scheduled pursuant to (i) above they need not be considered for other overtime shifts within that six (6) week posted scheduling cycle until such time as all other nurses within their classification who are qualified have had the

opportunity to work an overtime shift.

(iii) These shifts will be offered in the following order, provided nurses have made their availability known to the unit booking the overtime shift:

1. Full-time nurses from that unit
2. Regular part-time nurses from that unit
3. Job Share nurses from that unit
4. Casual part-time nurses from that unit

If no nurses from that unit are available for the shift:

1. Full-time nurses from other units
2. Regular part-time nurses from other units
3. Job Share nurses from other units
4. Casual part-time nurses from other units

Note: "other units" includes the Staffing Resource Team

(c) It is agreed that once a nurse has had an overtime shift scheduled that this shift will not be cancelled due to another nurse's provision of late or additional availability for an overtime shift.

G.3 The Hospital has no objection to a nurse leaving the Hospital prior to the completion of her/his scheduled tour with the permission of the Manager, or such other person as may be designated by the Hospital provided that she/he has completed her/his report to her/his supervisor or to her/his relief, as the case may be, and her/his relief (if any) is on duty in her/his place.

G.4 The Hospital will not assign split shifts.

G.5 (a) The normal start and stop times will be determined by the Hospital In an exercise of good faith management judgement. The Union and nurses will be provided with six (6) weeks notice of any permanent change to the normal start and stop times, the introduction of different shifts, or the extension of hours of operation of a unit.

The Union will be provided with as much notice as possible of any such changes that are not permanent.

(b) Pursuant to Article 10.09 (b) iii) (A), for the purposes of single shift layoffs and bumping any shift that begins between 0600 and 1059 hours will be considered a day shift, any shift that begins between 1100 and 1859 hours will be considered an evening shift, and any shift that begins at or after 1900 hours will be considered a night shift. A Nurse will be able to exercise her or his rights based on a day shift, an evening shift or a night shift, provided tours less than 7.5 hours displace tours less than 7.5 hours, regular tours displace regular tours, and extended tours displace either 10 hour or 12 hour tours.

G.6 The weekend premium shall be paid for all hours commencing with end time of the evening shift on Friday until the time of the end of the evening shift Sunday.

G.7 Working at the Alternate Site

All work for which a nurse may be called in or scheduled for at the alternate site shall be voluntary. Hours of work shall be of the site on which the tour is worked but no premium shall be payable for the one-half hour start time difference between sites. The Hospital will provide the nurse with the necessary orientation. In addition, the Hospital will pay transportation costs at the rate of forty cents (\$0.40) per kilometre, or the corporate rate, whichever is greater. If the nurse does not have a vehicle at the workplace for her/his use, the Employer will provide the means of transportation at no cost to the nurse.

- G.8 Should the Hospital wish to implement tours other than those already covered by the Collective Agreement it will first advise the union and negotiate the appropriate terms and conditions.
- G.9 The Employer will attempt to accommodate nurses taking courses to further professional nursing career development by assisting with scheduling changes whenever possible.
- G.10 Where a nurse has chosen equivalent time off, such time will be taken at a mutually agreeable time. No nurse may have more than fifty (50) overtime (75 straight time hours) accumulated at any given time. The Hospital shall revert to payment of the premium rate if time off is not taken within six (6) months.
- G.11
- (a) For full time nurses who normally rotate day/evening or day/night rotations, unless otherwise requested by the nurse, the employer will endeavour to schedule equitable distribution of available day shifts, excluding Charge Nurse day shifts.
  - (b) It is understood that unless otherwise requested by the nurse, the Hospital will make all reasonable efforts to ensure that she/he shall only be scheduled for a maximum of fifty (50%) percent shift.
  - (c) It is understood that unless otherwise requested by the nurse, The Hospital will make all reasonable efforts to ensure she/he shall be scheduled for no more than two (2) weeks shift in a row.
- G.12 A nurse requesting permanent evening or night tour shall be granted such request when possible. Such request will not be unreasonably denied. However, the nurse must be available to rotate to day tour (for a minimum of two weeks) at the discretion of the Unit Manager. The Unit manager shall provide the nurse a minimum of six (6) weeks notice in writing of such rotation to the day shift and shall provide details of the nurse's changed schedule.
- G.13
- (a) The Hospital will schedule time off for nurses for not less than five (5) consecutive days at either Christmas or New Year, unless otherwise requested by the nurse. If more days are possible beyond the five (5) days, such days may be granted, subject to the operational needs of the Hospital. It is understood that scheduling regulations are amended as listed below during the period of approximately December 15<sup>th</sup> to approximately January 15<sup>th</sup> (the two (2) pay periods encompassing the Christmas and New Year's holidays) to accommodate the time off for nurses.
- It is understood that the provision of five (5) days off for job share partners may require that the number of shifts available for the partners is reduced.

- (b) For those units that remain open over the Christmas/New Year's time period, all Full Time and Part Time nurses will be required to be available for either the Christmas or New Year's period. Managers shall post a Preference Sheet by 1500 hours on the first (1st) Monday of September each year for the nurses to identify their preference for either Christmas or New Year's time off in their respective units.

Nurses shall indicate their preference for either Christmas or New Year's time off, which will include vacation requests for the period of approximately December 15th to approximately January 15th, in writing, by 1500 hours on the third (3rd) Monday in September, recognizing that conflicts will be resolved by alternating the holidays worked from one year to the next and by utilizing seniority, subject to the patient care needs and the operational needs of each department. The parties agree that being off work on any leave over a particular holiday period will not change the pattern of alternating holidays referred to above.

Nurses hired after the last Monday in September of each year shall be assigned their Christmas or New Year's time off by their manager.

The Hospital will endeavor to schedule nurses to their choice of shift (D, E, N) for those nurses who normally work 8-hour tours; D, N for those nurses who normally work 12-hour tours) over the Christmas/New Year's period, subject to the patient care needs and the operational needs of each department, by seniority, according to preference. This may result in nurses being scheduled to work shifts other than their normal routine during this time period. It is understood that the pay periods for full time nurses shall consist of seventy-five (75) hours unless provided for elsewhere in the Collective Agreement.

The scheduling requests and schedules encompassing Christmas/New Year will be provided to the Union by the third (3<sup>rd</sup>) Monday in October of each year and shall be posted by no later than 1500 hours on the first Monday of November each year.

Subject to the patient care needs and the operational needs of the Hospital, the Hospital may have the opportunity to schedule staff off for both Christmas and New Year. Such opportunity may be given by seniority to those who have indicated an interest.

- (c) Time off at Christmas shall include December 24<sup>th</sup>, December 25<sup>th</sup> and December 26<sup>th</sup>. Time off at New Year shall include December 31<sup>st</sup>, January 1<sup>st</sup> and January 2<sup>nd</sup>.
- (d) Scheduling of nurses during the four-week Christmas/New Year's period shall be in accordance with the following provisions:
- i) Full-Time & Part-Time Nurses Working Eight (8) Hour Tours
    - (a) Time off at Christmas will be deemed to include:



- RVAP 0700 hours on December 24<sup>th</sup> to 0700 hours on December 27<sup>th</sup>
- RVC - 0730 hours on December 24<sup>th</sup> to 0730 hours on December 27<sup>th</sup>

Time off at New Year will be deemed to include:

- RVAP - 2300 hours on December 30<sup>th</sup> to 2300 hours on January 2<sup>nd</sup>
- RVC - 2330 hours on December 30<sup>th</sup> to 2330 hours on January 2<sup>nd</sup>

(b) During the four-week Christmas/New Year's period, all scheduling regulations will be adhered to except for the following:

- 1) G.14 (d) – for this time period, this will be waived, provided that no nurse is required to work more than three (3) consecutive weekends without a weekend off and provided that the nurses' weekend entitlement average remains at one (1) weekend off in three (3).

To accomplish this the Christmas/New Year's time period will be deemed to be the four (4) week period referenced above plus the weekend immediately prior to and the weekend immediately after the Christmas/New Year's schedule.

ii) Full-Time & Part-Time Nurses Working Extended Tours

(a) Time off at Christmas will be deemed to include:

- RVAP - 0700 hours on December 24<sup>th</sup> to 0700 hours on December 27<sup>th</sup>
- RVC - 0730 hours on December 24<sup>th</sup> to 0730 hours on December 27<sup>th</sup>

Time off at New Year will be deemed to include:

- RVAP - 1900 hours on December 30<sup>th</sup> to 1900 hours on January 2<sup>nd</sup>
- RVC - 1930 hours on December 30<sup>th</sup> to 1930 hours on January 2<sup>nd</sup>

(b) During the four-week Christmas/New Year's period, all scheduling regulations will be adhered to except for the following:

- 1) G.16 (d) – for this time period, this will be waived, provided that full-time nurses will not be scheduled to

work more than two (2) consecutive weekends without a weekend off during the four (4) week Christmas/New Year's period provided that the nurse's weekend entitlement average remains at 50% weekends off during this period. To accomplish this the Christmas/New Year's time period will be deemed to be the four (4) week period referenced above plus the weekend immediately prior to and the weekend immediately after the Christmas/New Year's schedule.

- 2) Full-time nurses working the ten (10) hour tour will not be scheduled to work more than two (2) consecutive weekends without a weekend off during the four (4) week Christmas/New Year's period provided that the nurse's weekend entitlement average remains at 50% weekends off during this period. To accomplish this the Christmas/New Year's time period will be deemed to be the four (4) week period referenced above plus the weekend immediately prior to and the weekend immediately after the Christmas/New Year's schedule.

- (iii) Should a nurse be scheduled to work contrary to any of the above provisions, she/he shall be paid in accordance with Article 14.03 for all hours so worked.

#### G.14 Scheduling Provisions for Nurses Working Eight (8) Hour Tours

The Hospital will utilize the following objectives in the formulation of working schedules for eight (8) hour tours.

- (a) Not more than seven (7) consecutive days of work will be scheduled without the nurses' consent. Two (2) calendar days off will be scheduled following the completion of the seven (7) tours worked. Where the Hospital requires a nurse to work an eighth consecutive tour, she/he shall be entitled to premium payment for the eighth tour, and every successive tour until a day off is scheduled.
- (b) The Hospital shall schedule four (4) days off within a two-week period of which there will be at least two consecutive days.
- (c) Unless requested by the nurse, the employer will endeavour to schedule each full-time nurse every other weekend off.
- (d) Should an nurse be required to work three (3) or more consecutive weekends, she/he will receive premium payment as set out in Article 14 for the third (3<sup>rd</sup>) weekend and every consecutive weekend until a weekend off is scheduled save and except where:

- i) Such weekend has been worked by the nurse to satisfy specific days off requested by the nurse. Or,
  - ii) Such nurse has requested weekend work. Or,
  - iii) Such weekend is worked as the result of an exchange of tours with another nurse
- (e) At least forty-eight (48) hours time off shall be scheduled following the completion of night tours(s) that is/are followed by time off work of which 24 hours shall be a day off. Should forty-eight (48) hours time off not be given, premium payment as set out in Article 14.03 shall apply unless forty-eight (48) hours was not been given at the request of the nurse.
  - (f) At least sixteen (16) hours time off will be scheduled between tours of duty. Should the Hospital schedule a nurse to work without sixteen (16) hours time off then the nurse shall be entitled to premium payment as set out in Article 14.03 for the next tour. Such premium payment shall not apply where sixteen (16) hours time off are not provided based on a nurse's request. In units with staggered start times for shifts, the requirement for time off between tours shall be twelve (12) hours.
  - (g) A weekend is defined as Saturday and Sunday plus at least one tour off at the start or end of the weekend (56 consecutive hours).
  - (h) The Hospital will attempt to schedule nurses to rotate the two (2) tours of their preference (day/evening or day/night). However, for the continuance of efficient operation, the Hospital reserves its right to assign a nurse to a tour other than her/his preference.

#### G.15

#### Extended Tour Implementation

1. A longer daily tour (extended tour) shall be introduced into any unit, in its entirety.
 

When:

  - (a) A simple majority of the nurses in the unit so indicate by secret ballot. Proxy and telephone votes will not be permitted; and
  - (b) The Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonable or arbitrary manner; and
  - (c) All nurses on the affected unit will be entitled to vote: The Union and the Hospital will, with mutual agreement, schedule the dates for the vote; and
  - (d) The relative cost will be the same as for normal tour scheduling.
2. Extended tours will be introduced for a trial period of six (6) months.

3. At the end of the trial period, a vote will be taken to determine whether extended tours will be maintained or discontinued. A longer daily tour (extended tour) shall be continued beyond the trial period when:
  - (a) Seventy-five percent (75%) of the nurses in the unit so indicate by secret ballot: and
  - (b) The Hospital agrees to continue with the compressed work week; such agreement shall not be withheld in an unreasonable or arbitrary manner; and
  - (c) All nurses on the affected unit will be entitled to vote. The Union and the Hospital will, with mutual agreement, schedule the dates for the vote; and
  - (d) The relative cost will be the same as for normal tour scheduling.
4. Extended tours may be discontinued in any unit when:
  - (a) Seventy-five percent (75%) of the nurses in the unit so indicate by secret ballot, and the Hospital agrees to the discontinuation. Such agreement shall not be withheld in an unreasonable or arbitrary manner.

OR

- (b) The Hospital, because of:
  - i) adverse effects on patient care;
  - ii) inability to provide a workable staffing schedule, or
  - iii) where the Hospital wishes to do so for other reasons which are not either unreasonable or arbitrary and states the intention to discontinue in the schedule.

When the notice of discontinuation is given by either party in accordance with paragraph a and b above, then

- (a) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation.
- (b) 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.

#### G.16 Scheduling Provisions for Nurses Working Extended Tours

The Hospital will utilize the following objectives in the formulation of working schedules for extended tours:

- (a) Not more than three (3) consecutive extended tours will be scheduled without the nurse's consent. When a nurse works a fourth consecutive tour, she/he shall be entitled to premium payment as set out in Article 14.03 for the fourth tour, and every successive tour until a day off is scheduled, unless

the fourth consecutive tour was worked at the request of the nurse and has been approved by the manager. It is agreed that no nurse will be able to request to work more than four (4) consecutive extended tours.

- (b) A weekend is defined as being a minimum of 60 (sixty) consecutive hours off work during the period following the completion of the last Friday day extended tour.
- (c) At least forty-eight (48) consecutive hours off shall be scheduled following the completion of night tour(s) that is/are followed by time off work. Should forty-eight (48) hours time off not be given, premium payment as set out in Article 14.03 shall apply unless forty eight hours was not been given at the request of the nurse.
- (d) Should a full-time nurse be required to work two (2) or more consecutive weekends, she/he will receive premium payment for the second weekend and every consecutive weekend until a weekend off is scheduled save and except where:
  - i) such weekend has been worked by the nurse to satisfy specific days off requested by the nurse. Or,
  - ii) such nurse has requested weekend work. Or,
  - iii) such weekend is worked as the result of an exchange of tours with another nurse.
- (e) Should a part time nurse be required to work three (3) or more consecutive weekends, she/he will receive premium payment as set out in Article 14 for the third (3rd) weekend and every consecutive weekend until a weekend off is scheduled save and except where:
  - i) such weekend has been worked by the nurse to satisfy specific days off requested by the nurse. Or,
  - ii) such nurse has requested weekend work. Or,
  - iii) such weekend is worked as the result of an exchange of tours with another nurse.

#### G.17

#### Part-time Scheduling

- (a)
  - i) Prior to posting the schedule, shifts shall be equitably distributed up to commitment among the regular part-time nurses in each unit over a pay period.
  - ii) Once the schedule has been posted additional tours shall be offered singularly, according to written availability first to the most senior regular part-time nurse not scheduled up to their commitment and in descending order of seniority.

- (b) Once commitment for regular part-time nurses on the unit has been met, the Employer will offer additional tours to regular part-time nurses on the unit singularly, by provided written availability, first to the most senior regular part-time nurse and in descending order of seniority, prior to offering tours to that unit's job sharers or casual nurses, subject to the following:
- i) Nurses who wish to be considered for additional tours must indicate their written availability in the manner prescribed by the Employer.
  - ii) A tour is deemed to be offered whenever a call is placed.
  - iii) It is understood that the Employer will not be required to offer tours which would result in overtime premium pay; and
  - iv) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Employer are made.
- (c) Provided they are qualified, nurses may submit their written availability in a manner prescribed by the Employer to work additional tours on more than one unit, if they do so in accordance with hospital practice.
- (d) It is understood that a nurse who is pre-scheduled for a tour of less than seven and one-half (7 1/2) hours is in no way precluded from accepting and being scheduled for a full regular or extended tour.

G.18

(a) Regular Part-time Commitment

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

- i) To be available to work if required fifty-two weeks per year minus their individual vacation entitlement
- ii) To regularly rotate on at least 2 shifts and work extended tours as required
- iii) To work if required forty-five hours per pay period
- iv) To be available to work Christmas or New Years as per Article G.13
- v) To be available as required to work fifty (50) percent of the remaining paid holidays except when the department does not work paid holidays; and
- vi) For those units that operate 24 hours a day and seven days a week, to be available, as required, to work fifty percent (50%) of the weekends minus their individual vacation entitlement.

(b) Casual Part-time Availability

- i) Casual nurses will declare on a bi-weekly basis their availability for work and will be expected to work, if required, based on their availability.

- ii) Casual part-time nurses who declare themselves available for work shall notify the Hospital as soon as a change in circumstances becomes known.

#### G.19 Four Hour Tours

Where a part time nurse is scheduled to work a four hour tour, Article G will apply except as amended by the following:

- (a) The Hospital will endeavour to keep the number of four (4) hour tours in each unit to a minimum. The Hospital and the Union will meet as required to evaluate the utilization, and effectiveness of four (4) hour tours.
- (b) The nurses working four hour tours shall be entitled, subject to the exigencies of patient care, to a 15 minute relief period. The nurse will be paid four hours, which consist of 3.75 hours worked and one 15 minute relief period.
- (c) No part time nurse will be scheduled solely on four hour tours in any pay period, except where such arrangements are requested by the nurse.
- (d) In the event the nurse is required to work beyond the scheduled tour, premium payment shall apply for all hours in excess of that four hour tour.

#### G.20 Six Hour Tours

Where a part time nurse is scheduled to work a six hour tour, Article G will apply except as amended by the following:

- (a) The Hospital will endeavour to keep the number of six hour tours to a minimum.
- (b) The nurses working six hour tours shall be entitled, subject to the exigencies of patient care, to a 15 minute relief period. The nurse will be paid 5.5 hours, which consist of 5.25 hours worked and one 15 minute relief period and one 30 minute unpaid meal break.
- (c) No part time nurse will be scheduled solely on six hour tours in any pay period, except where such arrangements are requested by the nurse.
- (d) In the event the nurse is required to work beyond the scheduled tour, premium payment shall apply for all hours in excess of that six hour tour.

#### G.21 Ten Hour Tours

The terms and conditions of extended tours will apply except as amended by the following:

- (a) For nurses working 10 hour tours, a regular tour shall be 9.375 paid hours exclusive of a thirty seven and one half minute unpaid meal break.
- (b) Nurses shall be entitled, subject to the exigencies of patient care to relief periods to a total of thirty seven and one half minutes.

- (c) In the event the nurse is required to stay beyond the scheduled tour, premium payment shall apply for all hours in excess of that 10 hour tour.

## G.22

Job Sharing

The parties mutually agree to implement job sharing in accordance with the following terms. The Hospital shall not arbitrarily or unreasonably refuse to implement job sharing.

1. Job Sharing requests shall be considered on an individual basis.
2. Total hours worked by the job sharing partnership shall equal one (1) full-time position, and will meet the full-time scheduling provisions. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) nurses and the Manager of the Unit. Job Sharers shall not be scheduled to work any regular shifts in addition to the regular shifts of the full-time position.
3. The above schedules shall conform with the scheduling provision of the Collective Agreement.
4. Each job sharer may exchange shifts with her/his partner, as well as with other nurses as provided by the Collective Agreement.
5. 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.
6. When extra shifts are available on a unit they should first be offered to part timers, then job sharers, then casuals.
7. For incidental illness job share partners will endeavour to replace each other. Job share partners will cover for their partner's vacation and job sharers' vacation shall not be counted in any vacation quota established for the unit. If, because of unavoidable circumstances, one cannot cover the other, the Manager, or designate, must be notified to arrange for coverage. Job Sharers are not required to cover for their partner in the case of prolonged or extended absence exceeding six (6) weeks; however the job share partner will be given the first opportunity to cover the shifts. If the partner chooses not to fill these shifts, the vacant job share position will be posted.
8. All other provisions covering job sharing are contained in the Central Agreement.
9. All job sharers shall receive percent in lieu as per the Central Agreement for part-time nurses.

Implementation

10. An incumbent full-time nurse wishing to share her/his position may do so without having her/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.



11. If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to her/his former position. If she/he does not continue full-time, the position must be posted according to the Collective Agreement.

#### Discontinuation

12. 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 made unreasonably or arbitrarily.

G.23

In the event a nurse requests weekend scheduling the Union and the Hospital will meet to determine the implementation and scheduling. Such requests will be determined on an individual basis.

#### Introduction and Discontinuation of Unit Weekend Worker Schedule

- (a) The bargaining unit nurses on the unit affected shall indicate their willingness to implement the weekend worker schedule in a manner consistent with the process for Extended Tours in Article G.15 of the Collective Agreement.
- (b) The Hospital agrees to advise the Union of any such votes.
- (c) New or vacant weekend worker positions posted to accommodate the Unit Weekend Worker Schedule will be posted on the Unit and filled by seniority from amongst the full time nurses on the unit.
- (d) Vacancies resulting from (c) above and vacancies not filled by (c) above will be posted and filled in accordance with Article 10.

#### Discontinuation

- (e) Either party may discontinue the Unit Weekend Worker Schedule provided the nurses affected are given at least six (6) weeks notice of the discontinuation. The parties agree to meet to discuss the discontinuation prior to giving notice to the affected nurses.
- (f) If the Unit Weekend Worker schedule is to be discontinued it is agreed that the unit affected will return to the scheduling method in place prior to the introduction of the weekend worker.
- (g) Should the Unit Weekend Worker schedule be discontinued, the nurses in these positions will revert to their previous positions. In the event the Weekend Worker was hired externally to the position the nurse shall revert to the scheduling pattern for that unit. If a position is not available the nurse who was an external hire will be laid off in accordance with the provisions of Article 10.

### Averaging of Hours

- (h) The Unit Weekend Worker Schedule shall provide a full time nurse with a weekly average of thirty (30) hours but must include two (2) 11.25 hour tours scheduled on each weekend. The remaining 7.5 hour tour shall be scheduled in accordance with Article G of the Collective Agreement.
- (i) Notwithstanding the above, the parties agree that it is permissible for the nurse to work four (4) 11.25 hour tours over each six weeks rather than six (6) 7.5 hour tours.
- (j) The scheduling provisions of the Collective Agreement will apply, except as modified herein or by Article 13.04.

The provisions of Article E.2 and E.4 shall not apply.

- (k) Any issues or concerns regarding the Unit Weekend Schedule may be discussed at the Hospital Association Committee meetings.

### G.24

#### Single or Partial Shift Reassignment (Floating)

When it is necessary to reassign staff from one (1) unit to another, the reassignment will first be offered on a voluntary basis, subject to maintaining operational requirements and provided the nurse is qualified to perform the required work at the novice level.

In the event that there are no volunteers, nurses will be reassigned in the following order:

1. Agency nurses
2. Staffing Resource Team nurses by order of reverse seniority
3. Casual part-time nurses in order of reverse seniority
4. Other nurses on the unit by order of reverse seniority

For the purposes of reassignment under this provision a combined seniority list shall be used.

It is understood that the above order may be altered based on a reasonable and non arbitrary evaluation of the qualifications required, skill mix required, clinical needs, patient acuity and the staffing complement on the sending and receiving units. It is further understood that nurses who are reassigned will be assigned to work along with a nurse from the receiving unit.

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

### G.25

#### Missed Shift Remedy

If a nurse has been missed for an additional shift, the affected nurse will be offered a shift as a supernumerary staff member to be worked at a time mutually agreed to by the nurse and their Manager. 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.

When a nurse is scheduled to work supernumerary shift and a staffing deficiency subsequently arises for that shift which requires replacement, the hospital will make every reasonable effort not to utilize the nurse scheduled for the supernumerary shift as the replacement and will make every reasonable effort to find a replacement in accordance with its usual practice and the provisions of the Collective Agreement.

The Union will be advised of the date of the supernumerary shift.

G.26 Nurse Practitioner/RNEC (Registered Nurse Extended Class)

Nurse Practitioners/RNEC will work the normal daily tour as defined by the Collective Agreement, however they may self – schedule, subject to the approval of the manager or designate, to a flexible work schedule in order to reflect variations in client load. Such flexible schedule will not result in scheduling premium payment contained in Appendix 5 of the Collective Agreement.

Nurse Practitioners/RNEC may average their hours pay period to a maximum of seventy-five (75) hours biweekly. A Nurse Practitioner/RNEC who is authorized to work in excess of seventy-five (75) hours biweekly shall have the option of electing payment at the applicable premium rate in accordance with Article 14.01 of the Collective Agreement, or may accumulate these hours at the rate of time and one-half for the purposes of taking the time in lieu at a mutually agreeable time per Article 14.09 and G.10 of the Collective Agreement.

G.27 Self Scheduling

Self scheduling may be introduced and/or discontinued in any unit on the same basis as extended tour arrangements.

G.28 Unit specific scheduling guidelines will reflect scheduling provisions in the Collective Agreement and will be developed collaboratively by the staff and the Manager of the Unit, and provided to the local union upon initiating self-scheduling and each subsequent January.

G.29 Self-scheduling is 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 will not result in additional costs to the employer.

G. 30 Scheduling of Relief Periods and Meal Breaks

For the Regular (7.5 hour) Tour:

1. The two (2) fifteen (15) minute relief periods provided for in Article 13.01 (b) may be combined into one (1) thirty (30) minute relief period.
2. It is understood that on the Day shift the paid relief period shall be the first break of the shift and shall be the second break of the shift for the Evening shift.
3. In keeping with paragraph # 2 above, the unpaid meal break provided for in Article 13.01 (a) shall therefore be a thirty (30) minute period

that during the Day shift shall be the second break of the shift and that shall be the first break of the shift for the Evening shift.

For the Six (6) Hour Tour:

1. The paid fifteen (15) minute relief period shall be the first break of the shift and the unpaid thirty (30) minute meal break shall be the second break of the shift.

For the Extended (11.25 hour) Tour:

1. For the purposes of Article 13.02, the first break of the shift shall be a thirty (30) minute paid relief period. The second break of the shift shall consist of fifteen (15) minutes paid relief time followed by fifteen (15) minutes unpaid meal time. The final break of the shift shall be a thirty (30) minute unpaid meal break.

For the Extended (10 hour) Tour:

1. For the purposes of Article G.21 the paid thirty-seven and one-half (37.5 minutes) relief period shall be the first break of the shift and the unpaid meal period shall be the second break of the shift.

## **ARTICLE H – MISCELLANEOUS**

- H.1 A copy of the seniority list will be filed with the Local Union by January 15<sup>th</sup> and again by July 15<sup>th</sup> and at any time of a long term layoff, reorganization or rationalization consistent with Article 10.12. The seniority list will also be provided to each unit.
- H.2 Blanket, malpractice and professional liability insurance is provided with no resulting premium cost to nurses.
- H.3 The Hospital will notify the Bargaining Unit President and the Labour Relations Officer of the names of all employees who go off work due to a work related injury or when an employee goes on LTD.

The information provided will include;

- (a) date and type of injury
- (b) current listing of ONA members on a rehabilitative return to work program
- (c) current listing of all ONA members off for thirty (30) days or longer due to illness

When it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability, the Hospital will notify and meet with a member of the Local Executive to discuss the circumstances surrounding the nurse's return to suitable work. It is agreed that the Labour Relations Officer will also be notified and may attend any such meetings.

H.4 The Hospital agrees to provide the nurse and the Union with a copy of the Worker's Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

H.5 Early and Safe Return to Work

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

1. A Return to Work Committee (RWC) will be established, at least one member of which will be a representative of the Union. The committee will meet at least once per month. The Union member will suffer no loss of regular earnings for attendance at such meetings. If the Union member is required to attend on their day off they 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 purpose of determining premium.

The Hospital will provide an updated list of information to the RWC before each monthly 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 last day worked;
  - iii) Nurses who required temporary or permanent accommodation in the workplace.
2. It is understood that it is the obligation of the disabled nurse in receipt of short-term, long-term, or WSIB disability benefits to ensure the Hospital's Occupational Health Department is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.
  3. The Occupational Health Department will discuss the needs of nurses for accommodation as soon as possible with the appropriate manager or designate. The Union and the RWC will be advised as soon as possible when return to their original position or unit cannot occur. The Occupational Health Department in consultation with the Union representative will examine opportunities for temporary accommodation until such time as an appropriate permanent accommodation is determined.
  4. The Hospital will advise the Union of offers of permanent accommodation within or outside the bargaining unit.
  5. The parties recognize that more than one nurse requiring accommodation may be suitable for a particular position or arrangement. In such cases the Hospital will consider the skills, ability and experience of the nurses and will also consider ability to acquire skills, seniority and path of least disruption in the workplace in determining a suitable, sustainable accommodation.

6. The committee will monitor the status of accommodated nurses and the status of nurses awaiting accommodation. The committee will review any circumstances where attempts to accommodate a nurse have proven unsuccessful.
7. Before posting, the Hospital's Human Resources department will begin the process of examining all potential vacancies to determine if they can be used to accommodate a disabled nurse who requires accommodation but cannot return to their home unit.
8. The Hospital will consult with the Union on the feasibility of an accommodation giving consideration to all factors including the number of accommodated nurses in the unit, the operational needs of the unit, safety of patients and nurses working in the unit.
9. Whether or not the parties agree to waive the posting procedure in order to facilitate an accommodation and whether or not the position is within the bargaining unit, the parties will sign an agreement containing the details of the accommodation. The parties may also agree to a written agreement for temporary accommodation of extended duration.
10. The pre-disability position of a nurse who needs permanent accommodation may be posted under any one of the following circumstances:
  - (i) the nurse is permanently accommodated in another position or arrangement;
  - (ii) the weight of the medical evidence establishes that there is no reasonable prospect of a return to her/his pre-disability position in the foreseeable future;
  - (iii) the Hospital may elect to fill the disabled nurse's pre-disability position by posting a temporary position that is identified as potentially becoming a permanent position.
    - a) In so electing, the position will be filled in accordance with the job posting provisions of the Collective Agreement.
    - b) If and when it is confirmed that the disabled nurse cannot return to her/his pre-disability position, this position may be offered to the incumbent on a permanent basis.
    - c) 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.
  - iv) filling of a disabled nurse's pre-disability position does not remove the Hospital's duty to accommodate that nurse.

- H.6 (a) The Hospital, with the nurse's consent, will inform the Union, within three (3) business days of any nurse who has been assaulted while performing her/his work. Such information shall be submitted, in writing, to the Union as soon as possible.
- (b) The Hospital will reimburse 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/his work.
- H.7 The Hospital shall forward to the Local Union copies of all job postings, indicating job posting number, and successful candidates for each site. All unsuccessful applicants for ONA job postings will be notified, in writing, within two (2) weeks of the decision to hire.
- H.8 Monthly parking paid by the nurse at the nurse's home site will be valid at the alternate site. All changes to the monthly parking rates will be discussed at the Hospital/Union labour management meeting.
- H.9 Any regular earnings omitted on a pay cheque in excess of 3.75 hours (not caused by the nurse's error) must be reported to the immediate supervisor who, at the request of the nurse, will arrange for a manual cheque to be produced within two business days.
- H.10 Retiree Benefits – Process for Payment
- Any bargaining unit nurse who retires and wishes to participate in the benefit plans, up to age 65, as outlined in Article 17.01(h) will provide advance payment of the benefits through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process, if available.
- It is understood that any transaction would be dated the first of each and every month.
- The Employer will notify the Union of the benefit costs to retired nurses in July of each year or at renewal time if later than July, and each time the benefit costs are renegotiated as a result of a new collective agreement.
- H.11 In those circumstances where nurses are off work on a leave of absence or on sick leave for a period of time in excess of one (1) week, the Hospital will send upon request of the nurse, by regular mail or email, the nurse's pay stub to the address on record with the Hospital.
- H.12 Temporary Full-time Vacancies
- Full-time employees may be considered for temporary full-time vacancies on the same basis as regular part-time employees provided for at article 10.07(d) of the central collective agreement. Such full-time employee will continue to be classified as a full-time employee and covered by the provisions relating to full-time employees.
- H.13 Agency Reporting
- Reporting provided to the Union in accordance with Article 10.12 (C) 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 agency nurse hours worked per unit; and,
- (f) Percentage of total agency nurse hours worked hospital-wide.

## **ARTICLE I – STANDBY**

- I.1 The Hospital agrees that stand-by will be assigned on an equitable basis among the qualified nurses who normally perform the work. After the schedule is posted, additional, available stand-by assignments will be distributed singularly, equitably, by seniority to those who have provided written availability and who normally perform the work.

Periods of scheduled vacation will be excluded from the time period utilized in the calculation of the equitable distribution referred to above.

The on call/standby nurse will normally be utilized to cover unscheduled procedures during off hours.

For units that operate 24 hours a day and seven days a week, a full time nurse will not be scheduled for standby on a scheduled day off or weekend off unless mutually agreed between the nurse and the employer.

It is understood that nurses will not be required to assume stand-by duty on the weekend prior to or following a week of vacation or any week where the nurse is not scheduled.

- I.2 The Employer will make available sleep/rest areas for nurses scheduled for standby.

- I.3 A nurse who is called back to work from standby and is scheduled to work a regularly scheduled shift the next day shall be entitled to leave with pay from the portion of the next scheduled shift which will provide at least twelve (12) hours off between the time the nurse leaves and returns to the hospital.

In such circumstances the nurse's schedule shall be deemed to be amended to provide the required twelve (12) hours off from the end of the shift for which the nurse was called in, and she/he shall not report to work until after the twelve (12) hour period has ended, unless she/he is specifically requested by the employer to do so and she/he agrees. In the event the employer makes such a request, and the nurse agrees, she/he shall be paid one and one half (1 ½) times her/his regular rate for all hours worked that fall within the twelve (12) hour period.

- I.4 A nurse will be relieved after thirteen (13) consecutive hours of work. A nurse who is not relieved after thirteen (13) consecutive hours shall be paid at the rate of time and one-half (1 ½) for their next shift worked notwithstanding any other premium pay entitlement provided for in the Collective Agreement.

- I.5 A nurse assigned to standby shall not be assigned to take call for more than four (4) consecutive shifts. The nurse will not be scheduled for standby on consecutive weekends.



- I.6 Nurses scheduled for standby will be provided a pager. The pager must be kept with the nurse and kept turned on at all times during standby when off the Hospital property. Pagers shall be returned to the Employer's premises on the nurse's next scheduled shift.
- I.7 The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on any unit.

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

### J.1 (a) Definition of Violence

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

### (b) Violence Policies and Procedures

The Hospital agrees to maintain formalized policies and procedures including risk assessments in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses. Prior to implementing any changes to these policies, the employer agrees to consult with the Union.

### (c) Notification to the Union

The Hospital will inform the Joint Health and Safety Committee and the Union in writing within three (3) business days of any bargaining unit employee who has been assaulted while performing her/his work.

### (d) Function of Joint Health and Safety Committee

All incidents reported through IRIS or Parklane involving violence as per J1 (a) shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to staff.

### (e) Training

The Hospital agrees to provide training and information on the prevention of violence to all nurses. This training will be done during a new nurse's orientation and updated as required.

(f) Support and Counselling

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

(g) Damage to Personal Property

The Hospital will reimburse 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 or his work.

DATED AT Scarborough Ontario, this 20 day of January, 2017.

FOR THE EMPLOYER

FOR THE UNION

Danielle Powell

Andrea Kay  
Labour Relations Officer

Minette MacNeil

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Lisa Coppins

Dianne Brunton

Kathy Gooding

Jodie Woodford

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**LETTER OF UNDERSTANDING**

**Between:**

**ROUGE VALLEY HEALTH SYSTEM  
(hereinafter referred to as the "Employer")**

**And:**

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

Re: Scheduling of Solely Twelve (12) Hour Tours – Time Balancing

Whereas the Hospital has given notice of a change in payroll system; and

Whereas this payroll system requires a change in the end date of a pay period;

The Parties agree to the following process when scheduling solely twelve (12) hour tours in order to minimize the impact on the extended tour master rotations:

1. The previous twelve (12) hour tour arrangement consisted of:
  - One two week period consisting of six (6) twelve hour tours
  - Two two week periods consisting of seven (7) twelve hour tours
2. The above scheduling arrangement may be waived.
3. The Hospital will not schedule full-time nurses for more than eight (8) extended tours in any one (1) pay period.
4. The Hospital will continue to schedule full-time nurses in a manner consistent with the provisions of Article 13 of the Collective Agreement and will continue the practice of scheduling full-time nurses for two hundred and twenty-five (225) hours in each six (6) week period.

DATED AT Scarborough Ontario, this 20 day of January, 2017.

FOR THE EMPLOYER

FOR THE UNION

Danielle Powell

Andrea Kay  
Labour Relations Officer

Minette MacNeil

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Lisa Coppins

Dianne Brunton

Kathy Gooding

Jodie Woodford

**LETTER OF UNDERSTANDING**

**Between:**

**ROUGE VALLEY HEALTH SYSTEM  
(hereinafter referred to as the "Employer")**

**And:**

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

**Re: Layoff Meetings**

---

Whereas the parties recognize the importance of open communications during periods of layoff or other reductions in staffing, the parties hereby agree as follows:

Pursuant to Article 10.09 (b) iii) A) any time following the issuing of individual long-term layoff notice, representatives of the Union and the Hospital will meet with affected nurses to outline the various options available to each individual nurse in accordance with the Collective Agreement.

If issues arise during short term layoffs, either party may request a meeting to discuss these issues.

DATED AT Scarborough Ontario, this 20 day of January, 2017.

FOR THE EMPLOYER

FOR THE UNION

Danielle Powell

Andrea Kay  
Labour Relations Officer

Minette MacNeil

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Lisa Coppins

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**LETTER OF UNDERSTANDING**

**Between:**

**ROUGE VALLEY HEALTH SYSTEM  
(hereinafter referred to as the "Employer")**

**And:**

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

**Re: Availability**

---

The Employer agrees to investigate and if possible implement a consistent and centralized process under which nurses will submit their availability.

The Employer will provide updates on the progress of this investigation and implementation on an ongoing basis at Labour Management meetings.

DATED AT Scarborough Ontario, this 20 day of January, 2017.

FOR THE EMPLOYER

FOR THE UNION

Danielle Powell

Andrea Kay  
Labour Relations Officer

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Jodie Woodford

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**LETTER OF UNDERSTANDING**

Between

**ROUGE VALLEY HEALTH SYSTEM  
(hereinafter referred to as the "Employer")**

And

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

**Re: Electronic Grievance and Professional Responsibility Workload Report Forms**

1. The parties agree to use the electronic version of the ONA Grievance and Workload Report Forms found as Appendix 1 and 6 of the Collective Agreement.
2. The parties agree that hard copies of the electronic form are valid for purposes of Article 7 and 8 of the Central Agreement.
3. The Union undertakes to get a copy of the electronic version signed by the bargaining unit member filing the form.
4. 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.
5. During the term of the Collective Agreement the Parties agree to meet to discuss the internal communication process for Professional Responsibility Workload Report Forms subject to the language of the Collective Agreement.

DATED AT Scarborough Ontario, this 20 day of January, 2017.

FOR THE EMPLOYER

FOR THE UNION

Danielle Powell

Andrea Kay  
Labour Relations Officer

Minette MacNeil

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Lisa Coppins

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Kathy Gooding

Jodie Woodford

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## LETTER OF UNDERSTANDING

**Between:**

**ROUGE VALLEY HEALTH SYSTEM  
(hereinafter referred to as the "Hospital")**

**And:**

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

**Re: Assertive Community Treatment Team**

---

With regard to the terms and conditions of work of nurses of the above-noted program the parties agree that all terms and conditions of the Participating Hospitals Collective Agreement apply except as modified herein.

The parties agree that the following specific conditions apply:

1. The Hospital agrees to compensate the nurses for mileage when using their own vehicle at the rate of forty cents (\$0.40) per kilometer or any greater amount as allowed for by Hospital policy.
2. The nurses will contact their individual insurance companies to determine if the insurer requires them to increase to business class insurance. The Employer agrees to reimburse the nurses the difference between their personal and business class insurance premium upon presentation of evidence that the nurse is so covered.
3. The Hospital agrees to provide all nurses with cellular telephones for RVHS ACTT business calls. The plans for these phones will be at no expense to the nurse.
4. The Hospital agrees to have the offsite office space inspected by the Joint Health and Safety Committee prior to its occupation by nurses.
5. The scheduled tours for the nurses shall be a day shift (0800 – 1600 hrs), an evening shift (1200 – 2000 hrs) and weekends (0900 - 1700 hours). Two (2) twelve (12) hour tours are in the schedule on Wednesdays and Thursdays from 0800 to 2000 hrs.
6. It is understood that the nurse scheduled for the evening shift will be placed on standby from 2000 hours until 0800 hours the next day. It is further understood that the nurse scheduled for the weekend will be on call from 2000 hours on Friday until 0900 hours Saturday and from 1700 hours on Saturday until 0900 hours on Sunday and from 1700 hours on Sunday until 0800 hours on Monday, except for when working the above-referenced shifts.
7. The Hospital agrees that no nurse will be scheduled on standby on his or her day off except as is required for weekend coverage. Nurses will be required to assume standby duty on not more than an every second weekend basis.
8. Nurses may exchange standby duty upon mutual agreement between the two (2) nurses and the approval of the manager.

- 9. Compensation for a call back from standby that requires the nurse to leave their home will be in accordance with Article 14.06 of the Collective Agreement.
- 10. Compensation for a call back from standby that does not require the nurse to leave his or her home will be at a rate of one-half (1/2) hour paid at a rate of one and one half (1 ½) times the regular straight time hourly rate per call in increments of one half (1/2) hour. It is understood that this half hour compensation will be considered compensation for all subsequent calls within that half hour.
- 11. Any nurse performing work as a result of being called back to the workplace from standby will be entitled to twelve (12) hours off work between the end of their call back period and returning to work.

DATED AT Scarborough Ontario, this 20 day of January, 2017.

FOR THE EMPLOYER

Danielle Powell

Minette MacNeil

Lisa Coppins

Kathy Gooding

\_\_\_\_\_

FOR THE UNION

Andrea Kay  
Labour Relations Officer

\_\_\_\_\_

Dianne Brunton

Jodie Woodford

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## LETTER OF UNDERSTANDING

**Between:**

**ROUGE VALLEY HEALTH SYSTEM  
(hereinafter referred to as “the Hospital”)**

**And:**

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

**Re: Scheduling of Relief Periods and Meal Breaks**

---

WHEREAS Article(s) 13.01 (b) and 13.02 require that the scheduling of relief periods and meal breaks be determined by the local parties;

AND WHEREAS the parties desire there to be a consistent practice across the units of the Hospital with respect to the scheduling of relief periods and meal breaks;

NOW THEREFORE the parties agree to the following:

For the Regular (7.5 hour) Tour:

1. The two (2) fifteen (15) minute relief periods provided for in Article 13.01 (b) may be combined into one (1) thirty (30) minute relief period.
2. It is understood that on the Day shift the paid relief period shall be the first break of the shift and shall be the second break of the shift for the Evening shift.
3. In keeping with paragraph # 2 above, the unpaid meal break provided for in Article 13.01 (a) shall therefore be a thirty (30) minute period that during the Day shift shall be the second break of the shift and that shall be the first break of the shift for the Evening shift.

For the Six (6) Hour Tour:

1. The paid fifteen (15) minute relief period shall be the first break of the shift and the unpaid thirty (30) minute meal break shall be the second break of the shift.

For the Extended (11.25 hour) Tour:

1. For the purposes of Article 13.02, the first break of the shift shall be a thirty (30) minute paid relief period. The second break of the shift shall consist of fifteen (15) minutes paid relief time followed by fifteen (15) minutes unpaid meal time. The final break of the shift shall be a thirty (30) minute unpaid meal break.
2. The parties agree that this agreement shall remain in effect until the ratification or award of a renewal Collective Agreement that replaces the Collective Agreement that expires March 31, 2016

For the Extended (10 hour) Tour:

1. For the purposes of Article G.21 the paid thirty-seven and one-half (37.5 minutes) relief period shall be the first break of the shift and the unpaid meal period shall be the second break of the shift.

DATED AT Scarborough Ontario, this 20 day of January, 2017.

FOR THE EMPLOYER

Danielle Powell

Minette MacNeil

Lisa Coppins

Kathy Gooding

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FOR THE UNION

Andrea Kay  
Labour Relations Officer

\_\_\_\_\_

Dianne Brunton

Jodie Woodford

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**LETTER OF UNDERSTANDING**

**Between:**

**ROUGE VALLEY HEALTH SYSTEM  
(hereinafter referred to as "the Hospital")**

**And:**

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

**Re: Crisis Team Ajax/Pickering Site-Standby Assignments**

With regard to the terms and conditions of work and employees of the above-noted team the parties agree that all terms and conditions of the Participating Hospitals Collective Agreement apply except as modified herein.

The parties agree that the following specific conditions apply:

1. For the evening shifts that require coverage the employees who volunteer to work the additional hours will be compensated at the premium rate of pay pursuant to Article 14.01 of the Collective Agreement for the hours of 1600 hours until 2000 hours.
2. Standby assignments for the period of 2000 hours until 2400 hours will then be made on a purely voluntary basis on the part of the employees of the Crisis Team. Standby premium shall be paid in accordance with Article 14.07 of the Collective Agreement.
3. Compensation for a call back from standby that requires the employee to leave their home and attend the workplace will be in accordance with Article 14.06 of the Collective Agreement
4. Compensation for a call back from standby that does not require the employee to leave his or her home will be at a rate of one-half (1/2) hour paid at a rate of one and one half (1½) times the straight time hourly rate per call in increments of one half (1/2) hour. It is understood that this half hour compensation will be considered compensation for all subsequent calls within that half hour.
5. Any employee performing work as a result of being called back to the workplace from standby will be entitled to twelve (12) hours off work without loss of pay between the end of their call back period and returning to work. The employee shall have the option of returning to work with less than twelve (12) hours off work and will then receive premium pay at the rate of time and one-half (1 ½) times their regular straight time hourly rate for those hours worked during the twelve (12) hour period following the end of the call back.

DATED AT Scarborough Ontario, this 20 day of January, 2017.

FOR THE EMPLOYER

FOR THE UNION

Danielle Powell

Andrea Kay

Labour Relations Officer

Minette MacNeil

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Lisa Coppins

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Kathy Gooding

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Dianne Brunton

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Jodie Woodford

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**LETTER OF UNDERSTANDING**

**Between:**

**ROUGE VALLEY HEALTH SYSTEM  
(hereinafter referred to as "the Hospital")**

**And:**

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

**Re: 2D/2N Scheduling**

---

2D/2N scheduling may be introduced or discontinued on a unit provided there has been a successful vote and trial period held in accordance with Article G.15 subject to the following:

1. The parties agree that subject to the successful vote referred to above, employees who wish to continue working their existing schedule and do not wish to take part in the 2D/2N initiative will not be required to do so. These employees will make this desire know to their manager within thirty (3) days of the vote being held.
2. The introduction of this scheduling initiative will not alter the existing scheduling of those employees who do not wish to participate in the 2D/2N schedules.
3. It is agreed that all provisions of the Collective Agreement shall apply except those specifically modified by this letter.
4. The parties agree that for those employees working the 2D/2N schedules the consecutive tour provisions of Article G.16 (a) and the consecutive weekend provisions of Article G.16 (d) shall not apply. Further the paid holiday provision E.4 and the Letter of Understanding: Scheduling of Solely Twelve (12) Hour Tours- Time Balancing shall not apply.
5. Employees working the 2D/2N schedule will be scheduled for no more than four (4) consecutive tours. When an employee works a fifth consecutive tour, she shall be entitled to premium payment as set out in Article 14.03 for the fifth tour, and every successive tour until a day is scheduled off.
6. All schedules developed for the 2D/2N schedule will schedule each employee for one thousand nine-hundred and fifty (1950) hours per year.
7. The provision G.11 requiring equitable distribution of day shifts shall continue in operation for all employees on the unit unless specifically requested otherwise by individual employees.

DATED AT Scarborough Ontario, this 20 day of January, 2017.

FOR THE EMPLOYER

FOR THE UNION

Danielle Powell

Andrea Kay

Labour Relations Officer

Minette MacNeil

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Lisa Coppins

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Kathy Gooding

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Dianne Brunton

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Jodie Woodford

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## LETTER OF UNDERSTANDING

**Between:**

**ROUGE VALLEY HEALTH SYSTEM  
(hereinafter referred to as “the Hospital”)**

**And:**

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

Re: Innovative Unit Scheduling – Combined Regular and Extended Tours RVC – 10<sup>TH</sup> Level  
Psychiatry

---

This Letter of Understanding is entered into and agreed upon pursuant to Article 13.03 of the central collective agreement between the Rouge Valley Health System and the Ontario Nurses’ Association and is on a without prejudice or precedent setting basis for any future discussions between the parties on this matter

The parties agree as follows:

1. In order for this initiative to continue on the unit, a vote and trial period will be held in accordance with the process contained in Article G.15 of the Collective Agreement.
2. It is understood that a vote in favour indicates agreement by the employees with the concept of this initiative. Individual employees will indicate their willingness to participate in the initiative.
3. It is agreed that the reference to the extended tour is limited to tours of 11.25 hours in length.
4. A pay period for full time employees working the combination of regular and extended tours shall consist of seventy-five (75) hours.
5. Employees working the combination of regular and extended tours shall not work consecutive tours of combinations more than:
  - a) Two (2) – 11.25 hours and two (2) – 7.5 hours; or
  - b) Three (3) – 7.5 hours and one (1) – 11.25 hours; or
  - c) Three (3) – 11.25 hours’ or
  - d) Seven (7) – 7.5 hour tours
6. Should a nurse work more consecutive tours in #5 above, she shall be paid in accordance with Article 14.03 for all additional consecutive tours until a day off is scheduled
7. During the four-week Christmas/New Year’s period, scheduling regulations as provided in Article G.13 will apply.
8. All schedule developed and posted under this initiative will meet all scheduling regulations of the Collective Agreement except as specifically modified herein.

- 9. Either party may discontinue the scheduling initiative with ninety (90) days notice.
- 10. Scheduled shifts on Friday's and Saturday's and Sunday's will be limited the DL (day long 11.25) and NL (night long 11.25)
- 11. Scheduled night shifts on weekends will include shifts on Friday, Saturday and Sunday nights
- 12. Scheduled day shifts on weekends will include Saturday, Sunday and Monday day shifts.

DATED AT Scarborough Ontario, this 20 day of January, 2017.

FOR THE EMPLOYER

Danielle Powell

Minette MacNeil

Lisa Coppins

Kathy Gooding

\_\_\_\_\_

FOR THE UNION

Andrea Kay  
Labour Relations Officer

\_\_\_\_\_

Dianne Brunton

Jodie Woodford

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**LETTER OF UNDERSTANDING**

**Between:**

**ROUGE VALLEY HEALTH SYSTEM  
(hereinafter referred to as "the Hospital")**

**And:**

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

**Re: Telephone Call-Back**

---

Whereas the Employer may assign standby duty to nurses providing telephone support that may not require the nurse to attend the workplace;

The parties agree that the following specific conditions apply:

1. Compensation for a call back from standby that does not require the nurse to leave his or her home will be at a rate of one half (1/2) hour paid at a rate of one and one half (1.5) times the regular straight time hourly rate per call in increments of one half (1/2) hour. It is understood that this half hour compensation's for all subsequent calls within that half hour.
2. Otherwise, the assignment of stand-by duty and any rights and entitlements associated with stand-by duty/call back shall be maintained in accordance with the provisions of the Collective Agreement.
3. The Employer will notify the Bargaining Unit President of the implementation of any such arrangements.

DATED AT Scarborough Ontario, this 20 day of January, 2017.

FOR THE EMPLOYER

FOR THE UNION

Danielle Powell

Andrea Kay  
Labour Relations Officer

Minette MacNeil

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Lisa Coppins

Dianne Brunton

Kathy Gooding

Jodie Woodford

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**LETTER OF UNDERSTANDING**

**Between:**

**ROUGE VALLEY HEALTH SYSTEM  
(hereinafter referred to as "the Hospital")**

**And:**

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

**Re: Excess Vacation Banks**

---

- 1. The parties agree to discuss the disposition of excess vacation banks during the term of this agreement.

DATED AT Scarborough Ontario, this 20 day of January, 2017.

FOR THE EMPLOYER

FOR THE UNION

Danielle Powell

Andrea Kay

Labour Relations Officer

Minette MacNeil

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Lisa Coppins

Dianne Brunton

Kathy Gooding

Jodie Woodford

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## LETTER OF UNDERSTANDING

**Between:**

**ROUGE VALLEY HEALTH SYSTEM  
(hereinafter referred to as “the Hospital”)**

**And:**

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

**Re: Innovative Unit Scheduling – Combined Regular and Extended Tours RVC – 7th Level Pediatrics**

---

This Letter of Understanding is entered into and agreed upon pursuant to Article 13.03 of the central collective agreement between the Rouge Valley Health System and the Ontario Nurses' Association and is on a without prejudice or precedent basis for any future discussions between the Parties on this matter.

The parties agree as follows:

1. In order for this initiative to continue on units where it is already in existence, a vote and trial period will be held in accordance with the process contained in Article G.15 of the Collective Agreement.
2. In order for this initiative to be introduced into a unit, a vote and trial period will be held in accordance with the process contained in Article G.15 of the Collective Agreement.
3. It is understood that a vote in favour indicates agreement by the employees with the concept of this initiative. Individual employees will indicate their willingness to participate in the initiative.
4. It is agreed that the reference to the Extended tour is limited to tours of 11.25 hours in length.
5. A pay period for full time employees working the combination of Regular and Extended tours shall consist of seventy-five (75) hours.
6. Employees working the combination of Regular and Extended tours shall not work consecutive tours of combinations of more than:
  - a) Two (2) - 11.25 hours and two (2) - 7.5 hours; or
  - b) Three (3) - 7.5 hours and one (1) - 11.25 hours; or
  - c) Three (3) - 11.25 hours; or
  - d) Seven (7) - 7.5 hour tours.
7. Should a nurse work more consecutive tours than in #6 above, she shall be paid in accordance with Article 14.03 for all additional consecutive tours until a day off is scheduled.

- 8. During the four-week Christmas/New Year's period , scheduling regulations as provided in Article G.13 will apply.
- 9. All schedules developed and posted under this initiative will meet all scheduling regulations of the Collective Agreement except as specifically modified herein.
- 10. Either party may discontinue the scheduling initiative with ninety (90) days notice.
- 11. Scheduled shifts on Friday 's and Sunday 's will be limited to DL (Day long 11.25) and NL (Night Long 11.25).
- 12. Scheduled night shifts on weekends will include shifts on Friday, Saturday and Sunday nights.
- 13. Scheduled day shifts on weekends will include Saturday, Sunday and Monday day shifts.

DATED AT Scarborough Ontario, this 20 day of January, 2017.

FOR THE EMPLOYER

FOR THE UNION

Danielle Powell

Andrea Kay  
Labour Relations Officer

Minette MacNeil

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Lisa Coppins

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Kathy Gooding

Jodie Woodford

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**LETTER OF UNDERSTANDING**

**Between:**

**ROUGE VALLEY HEALTH SYSTEM  
(hereinafter referred to as "the Hospital")**

**And:**

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

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

---

When a regular part-time nurse makes a written request for permanent weekend work, the following shall apply:

- (a) A regular part time nurse making such written request shall provide the request to the Manager (or designate) . 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 permanent part-time weekend work shall not be entitled to consecutive weekend premium payment pursuant to Articles 14.03 and G. 14 (d) G.16 (e). Nurse(s) who request permanent part time work , do so in accordance with articles G. 17 and G. 18.
- (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 six (6) weeks' notice to discontinue the permanent weekend work request. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

DATED AT Scarborough Ontario, this 20 day of January, 2017.

FOR THE EMPLOYER

FOR THE UNION

Danielle Powell

Andrea Kay  
Labour Relations Officer

Minette MacNeil

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Lisa Coppins

Dianne Brunton

Kathy Gooding

Jodie Woodford

**LETTER OF UNDERSTANDING**

**Between:**

**ROUGE VALLEY HEALTH SYSTEM  
(hereinafter referred to as “the Hospital”)**

**And:**

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

**Re: RN Cross Site Positions ICU**

---

1. All cross site positions will be posted in accordance with Article 10.07 of the collective agreement. The posting of such positions will clearly outline the requirement to work in two (2) units and will specify the home unit and site. Postings will indicate the days and hours of work. All postings shall clearly indicate the educational requirements and opportunities for the positions based on the units identified.
2. Any cross site position will be the result of vacant positions in the same program.
3. All of the scheduling provisions in Article G will apply to cross site positions. The schedule will be posted on the nurse’s home unit in accordance with Article G and will clearly indicate to which unit the nurse must report.
4. All provisions in the Collective Agreement will apply to cross site positions.
5. The home unit will be utilized for the purposes of requesting vacation, lieu time, leaves of absence, scheduling of paid holidays, time off during holiday period, reporting off work due to accident or illness, layoff, and single shift reassignment.
6. Incumbents of cross site positions will not be required to work between both sites during the same single shift.
7. Hours of work shall be of the site on which the tour is worked but no premium shall be payable for the one – half hour start time difference between sites.
8. All cross site positions will receive appropriate orientation prior to being assigned to a unit as indicated in their posting in Accordance with Article 9.03.
9. The Hospital will provide the Bargaining Unit President with the list of successful candidates to any cross site positions.

DATED AT Scarborough Ontario, this 20 day of January, 2017.

FOR THE EMPLOYER

FOR THE UNION

Danielle Powell

Andrea Kay  
Labour Relations Officer

Minette MacNeil

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Lisa Coppins

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Kathy Gooding

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Dianne Brunton

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Jodie Woodford

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## LETTER OF UNDERSTANDING

**Between:**

**ROUGE VALLEY HEALTH SYSTEM  
(hereinafter referred to as “the Hospital”)**

**And:**

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

**Re: Part-time Scheduling for Units with Part-Time B Nurses Trial**

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The parties agree to a trial of a reduced commitment “Part Time B” in the following areas:

1. ICU Scarborough and Ajax Sites
2. Emergency Department Scarborough and Ajax Sites
3. CCU Scarborough Site

Prior to Posting the Schedule

The following sequence will be applied for the scheduling of available shifts and will be scheduled in the following manner:

For Clarity: Regular “Part Time A” Refers to nurses in accordance with Article G.18 with a commitment of forty –five (45) hours per pay period.

Regular “Part Time “B” Refers to nurses with a commitment of twenty –two and half (22.5) hours per pay period for the purposes of this trial.

(a) Shifts shall be equitably distributed up to commitment among the regular part-time nurses in each unit over a pay period as follows:

1. Part-Time A Nurses in accordance with Article G.18 will be scheduled up to their commitment.
2. Part Time A Nurses will be scheduled in accordance with Article G.17 except as amended below:
  - (a) Part-Time A nurses will be offered additional shift(s) up to full time (75 hours) per pay period, prior to Part Time B being utilized or placed on the schedule.
  - (b) Part-Time B nurses will be scheduled up to their commitment.

After the Schedule is Posted

- (a) Once the schedule has been posted additional shifts shall be offered singularly, according to written availability first to the most senior regular Part-time A nurse not scheduled up to their commitment and in descending order of



seniority.

- (b) Once commitment for regular Part-time A nurses on the unit has been met, the Employer will offer additional shifts to regular part-time nurses on the unit singularly, by provided written availability, first to the most senior regular part-time nurse and in descending order of seniority, in the following order:

- Part-Time A nurses;
- Part-time B nurses;
- Job sharers;
- Casual nurses;

And subject to the following:

- i) Nurses who wish to be considered for additional tours must indicate their written availability in the manner prescribed by the Employer.
  - ii) A tour is deemed to be offered whenever a call is placed.
  - iii) It is understood that the Employer will not be required to offer tours which would result in overtime premium pay:
  - iv) When a regular part-time nurse accepts an additional shift, she/he must report for that shift unless arrangements satisfactory to the Employer are made.
- (c) Provided they are qualified, nurses may submit their written availability in a manner prescribed by the Employer to work additional shifts on more than one unit, if they do so in accordance with hospital practice.
- (d) It is understood that a nurse who is pre-scheduled for a tour of less than seven and one-half (7 1/2) hours is in no way precluded from accepting and being scheduled for a full regular or extended shift.
- (e) It is understood that nurses will be scheduled based on availability before ad hoc agency nurses are utilized.

The ratio of Category "A" to Category "B" must be maintained at a minimum of seventy percent (70%) Category "A" to thirty percent (30%) Category "B" in each unit.

The parties agree that all provisions of Article G will apply during the trial period except as amended above.

The parties agree to the implementation of the above trial for twelve (12) months from the date of signing the renewal of the Local Collective Agreement.

The parties agree to meet quarterly during this trial period to provide feedback and assess the trial and engage in recruitment and retention discussions and agency reduction strategies.

DATED AT Scarborough Ontario, this 20 day of January, 2017.

FOR THE EMPLOYER

\_\_\_\_\_  
Danielle Powell

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Minette MacNeil

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Lisa Coppins

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Kathy Gooding

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FOR THE UNION

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

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Dianne Brunton

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Jodie Woodford

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**LETTER OF UNDERSTANDING**

**Between:**

**ROUGE VALLEY HEALTH SYSTEM  
(hereinafter referred to as "the Hospital")**

**And:**

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

**Re: Part Time "B" Definition Trial ICU, CCU, Emergency Departments**

A regular part-time B nurses must be available for work on the following basis:

- To be available to work if required fifty-two weeks per year minus their individual vacation entitlement
- To regularly rotate on at least 2 shifts and work extended tours as required
- To work if required twenty-two and a half (22.5) hours per pay period
- To be available to work Christmas or New Years as per Article G.13
- To be available as required to work twenty-five (25%) percent of the remaining paid holidays except when the department does not work paid holidays; and
- For those units that operate 24 hours a day and seven days a week, to be available, as required, to work twenty-five (25%) percent of the weekends minus their individual vacation entitlement.

DATED AT Scarborough Ontario, this 20 day of January, 2017.

FOR THE EMPLOYER

FOR THE UNION

Danielle Powell

Andrea Kay  
Labour Relations Officer

Minette MacNeil

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Lisa Coppins

Dianne Brunton

Kathy Gooding

Jodie Woodford

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