

## **COLLECTIVE AGREEMENT**

Between:

**STEVENSON MEMORIAL HOSPITAL**  
[hereinafter referred to as the "Employer"]

And:

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

**Expiry Date: March 31, 2020**

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**APPENDIX “3”****SALARY SCHEDULE****Classification – Registered Nurse**

	1-Apr-18	1-Apr-19
Start	\$32.66	\$33.23
1 Year	\$32.81	\$33.39
2 Years	\$33.36	\$33.94
3 Years	\$35.00	\$35.62
4 Years	\$36.66	\$37.30
5 Years	\$38.72	\$39.40
6 Years	\$40.80	\$41.52
7 Years	\$42.89	\$43.64
8 Years	\$45.94	\$46.75
25 Years	\$46.76	\$47.57

**APPENDIX "3"****SALARY SCHEDULE**Classification – Geriatric Emergency Management Nurse

	1-Apr-18	1-Apr-19
Start	\$37.00	\$37.65
1 Year	\$38.30	\$38.97
2 Years	\$40.36	\$41.07
3 Years	\$42.44	\$43.18
4 Years	\$44.53	\$45.31
5 Years	\$47.58	\$48.41
6 Years	\$49.01	\$49.87
7 Years	\$50.49	\$51.37
8 Years	\$52.01	\$52.92
25 Years	\$52.77	\$53.69

**APPENDIX 5**

**LOCAL ISSUES**

Between:

**STEVENSON MEMORIAL HOSPITAL**  
[hereinafter referred to as the "Employer"]

And:

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

**FULLTIME & PART-TIME**

**ARTICLE A - RECOGNITION****A - 1**      **FULL-TIME:**

All full-time registered and graduate nurses of Stevenson Memorial Hospital in the Town of New Tecumseth, save and except Head Nurse, persons above the rank of Head Nurse, Director of Volunteer Services, persons for whom any trade union held bargaining rights as of November 10, 1992 and pending resolution of the composition of the Bargaining Unit, the Bargaining Unit will be limited to nurses "employed in a nursing capacity" and excluding as well, Intake Worker, Case Manager, Mental Health Counsellor I and Discharge Planner.

**A - 2**      **PART-TIME:**

All part-time registered and graduate nurses of Stevenson Memorial Hospital in the Town of New Tecumseth, save and except Head Nurse, persons above the rank of Head Nurse, Director of Volunteer Services, persons for whom any trade union held bargaining rights as of November 10, 1992 and pending resolution of the composition of the Bargaining Unit, the Bargaining Unit will be limited to nurses "employed in a nursing capacity" and excluding as well, Intake Worker, Case Manager, Mental Health Counsellor I and Discharge Planner.

**NOTE:**            "Supervisor" and "Head Nurse" have been amended throughout the Collective Agreement to "Unit Manager" agreed as of August 14, 1996.

**NOTE:**            It is understood that the "Association" throughout the Collective Agreement can be interpreted as the "Union" as defined by the Ontario Labour Relations Act.

**ARTICLE B - MANAGEMENT RIGHTS**

**B - 1**            The Union acknowledges that it is the exclusive function of the Employer to:

- (a)      Maintain order, discipline and efficiency.
- (b)      Hire, assign, retire, discharge, direct, promote classify, transfer, lay-off, recall, suspend or otherwise discipline nurses, provided that a claim by a nurse that she/he has been discharged and disciplined without just cause may become the subject of a grievance and may be dealt with as is herein provided.
- (c)      Determine in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, the tours of duty, work assignments, working schedules, methods of doing the work, the working establishment for any service and the location of work.
- (d)      Make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of the Agreement.

- (e) Determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith.

The Employer recognizes that the rights described in this Article shall be exercised in a reasonable manner consistent with all provisions of this Agreement.

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

C - 1

- (a) Union Representatives

There shall be four (4) union representatives excluding executive members.

- (b) Grievance Committee

There shall be a Grievance Committee of up to three (3) nurses of which only two (2) shall participate with the Employer in grievance meetings at any one (1) time.

- (c) Negotiating Committee

There shall be a Negotiating Committee of three (3) nurses and a Labour Relations Officer of the Ontario Nurses' Association, one of whom will be the Bargaining Unit President.

- (d) Union-Management Committee

There shall be a Union-Management Committee composed of four (4) nurses representing the Union and four (4) representatives of the Employer.

- (e) It is understood that representation for all the above committees is deemed to be for both full-time and part-time Bargaining Units combined.

Representation for all the above Committees will consist of no more than one (1) representative from any unit, whenever possible.

### **ARTICLE D - LEAVE OF ABSENCE**

D - 1

- Union Leave

Any requests for leave of absence by the Union shall be submitted to the Employer, in writing, by the President of the Local Union indicating the date(s) and the name(s) of the nurse(s) for whom the leave of absence is being requested.

Requests for leave of absence will be made at least two (2) weeks prior to the posting of the schedule during which such leave has been requested.

Notice of cancellation of the leave shall be made forty-eight (48) hours prior to the date of the proposed leave if the affected nurse is to be returned to her/his regular tour of duty for the day for which the leave was originally requested.

Leave of absence for Union business shall be granted up to an aggregate maximum of forty-five (45) days during the calendar year to a maximum of three hundred and thirty-seven and one-half (337.5) hours. Such leave shall not be unreasonably withheld. It is agreed that not more than two (2) nurses can be absent from both Bargaining Units.

The Bargaining Unit President shall be paid for all hours spent at meetings at the written request of the Administration, outside her regularly scheduled hours, at her straight time hourly rate to a yearly maximum of thirty seven and one-half (37.5) hours. At the request of the Employer additional hours beyond thirty seven and one-half (37.5) will be compensated at straight time.

D - 2      Prepaid Leave

For the purposes of the prepaid leave plan, there shall be no more than one (1) nurse from any one (1) unit. Both full-time and part-time nurses are included in this total.

**ARTICLE E - PAID HOLIDAYS**

E - 1      The Employer agrees to recognize the following paid holidays:

New Year's Day (Jan. 1 <sup>st</sup> )	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day (Nov. 11 <sup>th</sup> )
Canada Day/July 1st	Christmas Day (Dec. 25 <sup>th</sup> )
Float Day *Full-Time Only	Boxing Day (Dec. 26 <sup>th</sup> )

E - 2      Where a nurse is entitled to a lieu day under Article 15.04 or 15.05 such day off must be taken at a mutually agreeable time within sixty (60) days following the holiday, unless mutually agreed otherwise, or payment shall be made in accordance with Article 15.03. A lieu day for New Year's may be taken prior to the holiday (during the Christmas time off period).

E - 3      If a part-time nurse works on any of the above noted paid holidays, she/he shall receive premium pay at a rate of one and one-half (1½) of her/his regular straight time hourly rate.

E - 4      Full-time nurses who are on a master schedule will be booked to work the paid holidays, if it falls within their normally scheduled tours unless otherwise mutually agreed.

**ARTICLE F – VACATION**

F - 1      The Employer will post by March 1st a vacation sheet in each unit to cover the period from June 15th to September 15th in each year, and each nurse employed in the unit



should indicate prior to April 1st her/his preference for that vacation; in the event of conflict, seniority shall govern. Seniority rights for the purposes of this Article can only be exercised once in a fiscal year. The vacation schedule shall be confirmed and posted by May 15th. Any remaining time shall thereafter be granted on a first [1st] come first [1st] served basis. All other vacation requests shall be submitted two (2) weeks prior to the posting of the schedule in which the time off is requested and such requests shall be granted in order of date of request. For vacation requests submitted after the posting of the schedule whereby the nurse has found their own replacement, the vacation request form must be signed and dated by both parties prior to submitting to the Manager for approval.

Preference for vacations and vacation requests shall be made by submitting a completed, signed and dated Vacation Request Form to the Manager/Coordinator, or designate, within the timelines outlined above.

- F - 2 A week of vacation shall be defined as seven (7) consecutive calendar days which include five (5) vacation days and two (2) days off.
- F - 3 Vacation may commence on any day of the week.
- F - 4 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following the vacation.
- F - 5 The Employer will endeavour to allow vacation to be taken at any time of the year.
- F - 6 Full-Time:
- (a) Requests for vacation time at Christmas or New Year's will be considered for exceptional circumstances on an individual basis and will not be unreasonably denied.
  - (b) It is understood that vacation weeks are not necessarily continuous; however, the Hospital will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates, subject to the need to meet the operating requirements of the Hospital. The Hospital will not unreasonably deny vacations.
  - (c) Vacation cannot be accumulated beyond the nurses' entitlement under Article 16 of the Collective Agreement. All vacation entitlement must be used within the year for which it was accrued.

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

- G - 1 The first shift of the day shall be the day tour.
- G - 2 There shall be no split tours.
- G - 3 Schedules shall be posted two (2) weeks in advance and shall cover at least a six (6) week period. Requests will be submitted two (2) weeks in advance of the posting of the schedule. Requests will be submitted using the request for time off

form, which must be completed, signed and dated. The Employer will give personal notification to nurses of any changes to the posted schedule.

G - 4 For normal tours, there shall be a minimum of sixteen (16) hours off between the conclusion of work and the start of the nurse's next tour unless expressly waived by the nurse, and agreed to by the Employer.

G - 5 A weekend is defined as being fifty-six (56) hours off during the period following the completion of the Friday evening shift until the commencement of the Monday day shift.

G - 6 Nurses shall be entitled to receive two (2) in four (4) weekends off.

A nurse will receive premium payment, for third and subsequent weekends until such time the nurse receives a weekend off save and except where:

- (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- (b) such nurse has requested weekend work; or
- (c) such weekend is worked as the result of an exchange of shifts with another nurse.

G - 7 Nurses shall be allowed to exchange tours of duty. Such changes initiated by the nurse will not result in additional cost to the Employer. All changes shall be subject to the approval of the Unit Manager or designate. Nurses will endeavour to request for a trade seven (7) days prior to the trade.

G - 8 Nurses may be reassigned during their scheduled shift as directed by the Manager or designate. Nurses will be notified by the Manager or designate and shall not be placed in charge.

G - 9 Full-Time:

- (a) There shall be forty-eight (48) hours of time off between night and day tours.
- (b) There shall be forty-eight (48) hours of time off between day and night tours.
- (c) The Employer will endeavour to provide fifty percent (50%) of a nurse's shifts to be scheduled as day shifts.

G - 10 The normal starting and stopping times for regular shifts will be:

0800	-	1600 hours	-	Days
1600	-	2400 hours	-	Evenings
2400	-	0800 hours	-	Nights

G - 11 The Employer shall not schedule nurses to work more than two (2) different tours in a one (1) week period unless mutually agreed otherwise.

G - 12 Should the Employer wish to implement any scheduling other than regular tours or the normal daily extended tour, they will meet with the Union to discuss the implementation process.

G - 13 The Employer will endeavour to schedule a minimum of five (5) consecutive days off at either Christmas or New Year's in alternate years, unless mutually agreed otherwise.

The provisions of Article G may be waived once between December 20<sup>th</sup> and January 5<sup>th</sup> so that nurses will receive five (5) or more consecutive days off at either Christmas or New Year's in alternating years.

Once the schedule is posted, any change to the schedule, which violate the scheduling provisions under Article G shall be subject to premium payment.

The Christmas period off shall be defined as the beginning of the day shift(s) on December 24<sup>th</sup> until the beginning of the day shift(s) on December 27<sup>th</sup>. The New Year's period off shall be defined as the beginning of the day shift(s) on December 31<sup>st</sup> until the beginning of the day shift(s) on January 2<sup>nd</sup>.

The Hospital will give six (6) weeks' notice to nurses of Christmas and New Year's time off.

G - 14 Part-Time:

- (a) All pre-booked shifts shall be distributed as equitably as possible among the regular part-time nurses in each unit and/or area when the schedule is posted.
- (b) Once all regular part-time nurses have been scheduled to their commitment, additional shifts shall be offered to the regular part-time nurses assigned to the unit up to full-time hours before being offered to casual nurses. Regular part-time nurses who wish to be considered for such additional shifts will submit in writing their availability within one week of the posting of the schedule. The Employer shall endeavour to assign such additional shifts as equitably as possible. It is recognized the Employer shall not be required to assign any hours which may result in overtime premium pay.
- (c) Where no regular part-time employee is willing to perform the available work, the tour will then be offered to casual part-time employees as equitably as possible on a rotating basis.

G - 15 Twelve (12) Hour Shifts

- (a) Extended tours shall be introduced into any unit when:
  - i) eighty percent (80%) of the employees in the unit so indicate by secret ballot; or
  - ii) the Employer agrees to implement extended tours, such agreement shall not be withheld in an unreasonably arbitrary manner.

- (b) Extended tours may be discontinued in any unit when:
  - i) fifty percent (50%) of the employees in the unit so indicate by secret ballot; or
  - ii) the Employer, because of
    - A) adverse effects on patient care;
    - B) inability to provide a workable staffing schedule; or
    - C) the Employer wishes to do so for other reasons which are neither unreasonable nor arbitrary, states its intention to discontinue extended tours in the schedule.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
  - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - ii) where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.
- (d) The following regulations shall govern the scheduling of work for employees working extended tours:
  - i) The Employer shall ensure each employee every second (2<sup>nd</sup>) weekend off.
  - ii) Employees shall not be required to work more than three (3) consecutive tours.
  - iii) The Shift shall be eleven and one-quarter (11.25) consecutive hours in any twenty-four (24) hour period exclusive of a total of forty-five (45) minutes unpaid meal break and inclusive of a total of forty-five (45) minutes of relief breaks during the Shift.
  - iv) The normal start and stop times for extended tour shifts will be: Days 0700 hours to 1900 hours; and Nights 1900 hours to 0700 hours.
  - v) All other scheduling regulations which apply to employees working the regular daily tour as provided in Article G, except G - 4, G - 10 and G - 16.

- (a) When the Hospital and the Union agree, the 2D 2N extended tour schedule may be instituted when eighty percent (80%) of the employees (fulltime and regular part-time) on a particular nursing unit have so indicated by secret ballot. For employees who indicate to their Unit Manager that they do not wish to work extended tours, the Hospital will endeavour to schedule these nurses on a normal extended tour shift rotation.
- (b) When less than eighty percent (80%) of the employees (fulltime and regular part-time) on a particular nursing unit vote, as outlined in paragraph 1, in favour of the 2D 2N extended tour schedule by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination 2D 2N extended tour schedule, other extended tours and normal (7.5 hour) tour in a particular Unit.
- (c) The eighty percent (80%) figure above may be varied by mutual agreement between the parties.
- (d) The Hospital shall make space available to the Union in order to permit the Union to conduct the vote referred to in paragraph 1.
- (e) At any meeting with the Employer to discuss the 2D 2N schedule, a member of the Local executive should be in attendance.
- (f) The 2D 2N schedule may be discontinued in any unit when:
  - i) Fifty-one percent (51%) of the nurses in a unit so indicate by secret ballot; or
  - ii) The Hospital decides to do so because of:
    - (1) adverse effects on patient care, or
    - (2) inability to provide a workable staffing schedule, or
    - (3) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the extended tours in the schedule;
  - iii) When notice of discontinuance is given by either party in accordance with number (ii) above, then:
    - (1) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuance; and
    - (2) where it is determined that the DD/NN extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended;
  - iv) It will be the expectation that the local association will inform their members of the results of the secret ballot in a prompt and timely fashion.

- (g) The scheduling provisions contained in the collective agreement are applicable save and except for the following:
  - i) Nurses will not be required to work more than four (4) shifts in a row. If a nurse works a fifth (5<sup>th</sup>) shift, the nurse will receive premium pay. The nurse will not receive premium payment if the fifth (5<sup>th</sup>) shift is required by the nurse as an additional shift to maintain full-time hours.
  - ii) Nurses will not be scheduled to work more than three (3) consecutive weekends. If a nurse works a fourth (4<sup>th</sup>) weekend or a portion of a weekend, the nurse will be paid premium as per the Collective Agreement, for all hours worked on that weekend, unless the nurse requests to work that weekend shift to maintain full-time hours and to work their required additional shift(s).
  - iii) All schedules will be done on the basis that each full-time employee will be scheduled for 1950 hours per year. RN's will be paid only for hours of work within the current pay period. The statutory holidays shall be embedded in the schedule as part of the 1950 hours. It is recognized that the Master Schedule rotation will still result in each affected nurse having a balance of hours required to achieve 1950 hours. By November 1<sup>st</sup> of each year, each affected nurse shall submit in writing their request to the staff scheduler or designate, with a copy to the Manager or designate, to advise the Hospital whether the nurse wishes the Hospital to schedule additional shifts or utilize vacation in order to balance the remaining hours to achieve 1950 hours for the nurse for the following year.
- (h) Any union provisions pertaining to premium payment for both fulltime and regular part-time nurses shall not apply.

G - 17 Prior to altering the starting or finishing times in any unit, or prior to introducing different tours on a unit, the Bargaining Unit President shall be notified and the employees in the unit consulted for input and comments.

#### **ARTICLE H - PART-TIME COMMITMENT**

H - 1 Regular part-time nurses will be available for work twenty-four (24) hours per week.

H - 2 Regular part-time nurses will be available for work as follows:

- (a) Nurses may be scheduled to work two (2) consecutive weekends in four (4). A nurse will receive premium payment for third and subsequent weekend until such time that the nurse receives a weekend off.
- (b) at least fifty percent (50%) of the recognized paid holidays;
- (c) To work as scheduled over either Christmas or New Year's period subject to Article G-13.

H - 3 This Article does not constitute a guarantee of hours to a regular part-time nurse.

H - 4 Part-Time Availability & Unavailability

- (a) A regular part-time nurse must, at minimum, be available to meet the commitment requirements described in H-1 & H-2; provided that this is satisfied, a regular part-time nurse may declare her/his unavailability for hours greater than the above. The regular part-time nurse will declare unavailability for additional shifts by notifying the Employer, in writing, by November 1<sup>st</sup> and April 1<sup>st</sup> of each year;
- (b) It is the responsibility of the regular part-time nurse to inform the Employer and amend any changes to her/his unavailability.

H - 5 In the absence of any declared unavailability, regular part-time nurses will be deemed available for any and all shifts and may be scheduled additional hours up to seventy-five (75) hours in a pay period. It is agreed that the nurse's availability for additional shifts does not waive the nurse's right to any premium payment that may be applicable.

For the purposes of this Article, "unavailability" refers to being unavailable for hours of work above the commitment, not specific days of the week.

**ARTICLE I - PREMIUM PAYMENT**

I - 1 Where the nurse elects to receive lieu time off, such time off shall not exceed thirty-seven point five (37.5) hours at regular time.

Requests to utilize lieu time off shall be made, in writing, at least two (2) weeks in advance.

Lieu time off shall be utilized by the end of the fiscal year. Any unused compensating time off shall be paid on the last pay of March.

All lieu time off exceeding thirty-seven point five (37.5) hours will be paid out at time and one-half the nurse's current hourly rate.

I - 2 If the Employer fails to schedule for normal tours a period of sixteen (16) consecutive hours off between periods of work, the Employer will pay to the nurse time and one-half [1½] her/his appropriate hourly rate for the following tour of duty worked.

I - 3 If the nurse is scheduled to work in excess of seven (7) consecutive days on normal tours, she/he shall be paid time and one-half (1½) of all days scheduled in excess of seven (7) until a day off is scheduled.

I - 4 Any of these provisions may be waived by the mutual agreement of the nurse and her/his Unit Manager.

- I - 5            When a reduction in service to the perioperative program is predicted for the forthcoming year, those nurses shall be permitted to bank up to seventy-five (75) hours of compensating time off.

**ARTICLE J – MISCELLANEOUS**

- J - 1            The Employer shall provide a bulletin board for the use of the Union. The practice of sharing the existing bulletin board in the basement corridor will continue.
- J - 2            The Employer agrees to maintain workplace violence and workplace harassment policies that are consistent with the Occupational Health & Safety Act and its Bill 168 Amendment and in compliance with the Ontario Human Rights Code.
- J - 3            If facilities are available, the Employer may grant permission to the Union to hold meetings on the Employer's premises.
- J - 4            The Employer will continue its current practice of direct deposit on a bi-weekly basis. An electronic copy of the pay stub will be available on the Employer's payroll system for viewing or printing after midnight of the pay date.
- J - 5            The Employer shall consider requests for reimbursement to a nurse for reasonable damages to personal property resulting from a workplace violence and or workplace harassment incident that occurred during the performance of her/his duties.
- J - 6            The Hospital will advise the Local Bargaining Unit President monthly of the names of nurses newly hired and their area of assignment.

**ARTICLE K – COMPENSATION**

- K - 1            The Employer will provide scrub uniforms for all nurses working in the Operating Room, Obstetrics, Dialysis and Emergency. Scrub uniforms will be available for nurses whose uniforms are soiled by body substances. Uniforms provided by the Employer must be laundered by the Employer.
- K - 2            A Graduate Nurse shall be paid ninety-seven point sixty-seven percent (97.67%) of the start Registered Nurse rate.
- K - 3            i)            The Employer will provide each full-time nurse with two (2) paid education days and each regular part-time nurse one (1) paid education day for the purpose of enhancing their professional practice. Days taken on a nurse's day off shall be paid at seven and one-half (7½) hours. The amount paid to a nurse who takes the days on her regularly scheduled day of work shall be equal to the number of hours for which she was scheduled. Paid education days shall not result in overtime payments.
- ii)            Where practicable, the Hospital will provide on-site courses and re-certification.



- iii) Where the Hospital deems changes to existing certification requirements are essential to allow a nurse to practice in a specific unit, program or service, any such change will be discussed at the Association-Hospital Committee prior to implementation.

## **ARTICLE L - JOB SHARING**

If the Employer agrees to a job sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

- L - 1 Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- L - 2 Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Unit Manager of the Unit. Job Sharers may be offered additional shifts subject to compliance with Article G-14 (b).
- L - 3 The above schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.
- L - 4 Each job sharer may exchange shifts with her/his partner.
- L - 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.
- L - 6 Coverage:
  - (a) It is expected that both job sharers will cover each other's incidental illnesses and scheduled vacation. If, because of unavoidable circumstances, one (1) cannot cover the other, the Unit Manager must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
  - (b) Maternity Leave, and other Leaves pursuant to Article 11 of the Central Full-Time and Part-Time Agreements:

In the event that one (1) member of the job sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the Unit Manager, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.
- L - 7 Implementation:
  - (a) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreements.
  - (b) Any 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.

- (c) If one (1) of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she/he is qualified. If she/he does not continue full-time, the position must be posted in accordance with the Collective Agreement.

L - 8      Discontinuation:

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

**ARTICLE M - MODIFIED WORK**

M - 1      The Union and the Employer will actively participate in the process with respect to the early and safe return to work of the nurses.

M - 2      The Employer will provide a monthly update to the Union that includes:

- (a) The names and last day worked of those nurses absent from work because of disability and who are in receipt of Workplace Safety Insurance Board benefits.
- (b) The names and last day worked of those nurses absent from work because of disability and who are in receipt of long term disability (L.T.D.) benefits.
- (c) The names of nurses currently participating in a temporary return to work program.
- (d) The names of nurses permanently accommodated.

M - 3      Prior to a nurse being placed on a temporary return to work program or a nurse being permanently accommodated, the Employer will meet with the nurse, the Union, the nurse's Manager, Occupational Health and others as required, to discuss and develop a suitable temporary return to work program or identify if a suitable permanent accommodation is available that meets the medical restrictions identified.

M - 4      A nurse's return to work will not be unduly delayed due to the inability of the necessary parties to attend meetings.

M - 5      Before posting, the Employer will review all potential vacancies to determine if they can be used to accommodate an employee who cannot return to their pre illness/injury position.

**ARTICLE N – ELECTRONIC GRIEVANCE FORMS**

- N - 1            The parties agree to use the electronic version of the O.N.A. Grievance Form (at Appendix 1 of the Hospital Central Agreement).
  
- N - 2            The parties agree that hard copy grievance forms and or the electronic grievance form are both valid for purposes of Article 7 of the Hospital Central Agreement and will be accepted as original. It is agreed that the preferred submission will be via the electronic grievance form.
  
- N - 3            Electronic grievance forms will be sent via email to Human Resources or the identified designate and copied to the applicable Manager.
  
- N - 4            The electronic typed signature of the Union Executive Representative or Labour Relations Officer will be accepted as the original signature.
  
- N - 5            The Union undertakes to get a copy of the electronic version signed by the individual grievor (if applicable), should the grievance proceed beyond the Step No. 2 Grievance Meeting.

**LOCAL SIGNING PAGE**

SIGNED AT Alliston, ONTARIO, THIS 1<sup>st</sup> DAY OF March, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

Jennifer Manicom

Scott Sawyer, LRO  
Labour Relations Officer

Mary Beth Hennin

Patricia Doran, BUP

Bridget Mitchell

Rudy Pedri

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**LETTER OF UNDERSTANDING**

BETWEEN

**STEVENSON MEMORIAL HOSPITAL**  
[hereinafter referred to as the "Employer"]

AND

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

Re: Operating Room Standby ("On Call")

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For RN nursing staff required to work standby, the Employer agrees to implement the following:

1. Standby shifts shall be posted at the same time as the tour schedule.
2. The affected nurses shall attempt to self-schedule the standby assignments in compliance with the provisions of this Letter of Understanding and submit the proposed standby schedule to Management prior to the posting of the schedule. Standby shifts will be distributed equitably on the posted schedule amongst the qualified nurses who normally perform the work of the required unit; equitable distribution will also apply to the number of standby shifts assigned to weekends and paid holidays. Management will review to ensure that all shifts are covered and that the Hospital's responsibility is met. Approval of the self-scheduling arrangement will not be unreasonably denied.
3. A nurse shall not be assigned more than seven (7) standby shifts in any twenty-eight (28) day period, unless mutually agreed otherwise between the Hospital and the nurse.
4. A full-time nurse will not be scheduled for standby on a scheduled day off, and not on the day preceding an approved requested day off, unless mutually agreed otherwise between the Hospital and the nurse.
5. Extra standby shifts will be offered, by seniority, first to the qualified nurses who normally perform the work of the required unit.
6. Nurses may exchange or give away standby shifts with the mutual consent of the nurses involved and the approval of the Immediate Supervisor.
7. The Hospital will make available a suitable resting area for nurses to use during a standby shift.
8. Where a nurse has been called in to work from standby and works greater than four (4) hours (worked time), such nurse shall be allowed leave without loss of earnings until she/he has received eight (8) hours off from work between the end of the standby shift and the start of her/his next regularly scheduled shift, unless mutually agreed otherwise between the Hospital and the nurse; mutual agreement does not disentitle the nurse from premium payment. If the Hospital is unable to provide eight (8) hours of relief between the conclusion of the standby shift worked and the commencement of the nurse's next regularly scheduled shift, the nurse shall be paid a premium of time and one half (1.5 X) for all hours worked on

the shift that immediately follows the worked standby shift until such time that the nurse would have received eight hours off from work.

SIGNED AT Alliston, ONTARIO, THIS 1<sup>st</sup> DAY OF March, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

Jennifer Manicom

Scott Sawyer, LRO  
Labour Relations Officer

Mary Beth Hennin

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