

COLLECTIVE AGREEMENT

between

THUNDER BAY REGIONAL HEALTH SCIENCES CENTRE  
(hereinafter referred to as the "Centre")

and

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

EXPIRY: MARCH 31, 2018

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**APPENDIX 3**  
**THUNDER BAY REGIONAL HEALTH SCIENCES CENTRE**

REGISTERED NURSE			
	Effective April 1, 2016		Effective April 1, 2017
Start	\$31.45		\$32.21
1 Year	\$31.91		\$32.36
2 Years	\$32.45		\$32.90
3 Years	\$34.04		\$34.52
4 Years	\$35.65		\$36.15
5 Years	\$37.66		\$38.19
6 Years	\$39.68		\$40.24
7 Years	\$41.72		\$42.30
8 Years	\$44.68		\$45.31
25 Years	\$45.47		\$46.11
GRADUATE NURSE			
Start	\$30.55		\$30.98
1 Year	\$31.55		\$31.99
CHARGE NURSE			
Start	\$33.45		\$34.21
1 Year	\$33.91		\$34.36
2 Years	\$34.45		\$34.90
3 Years	\$36.04		\$36.52
4 Years	\$37.65		\$38.15
5 Years	\$39.66		\$40.19
6 Years	\$41.68		\$42.24
7 Years	\$43.72		\$44.30
8 Years	\$46.68		\$47.31
25 Years	\$47.47		\$48.11
NURSE PRACTITIONER/R.N.E.C. (REGISTERED NURSE EXTENDED CLASS)			
Start	\$53.00		\$53.75
1 Year	\$53.53		\$54.28
2 Years	\$54.07		\$54.83
3 Years	\$54.61		\$55.37
4 Years	\$55.16		\$55.94
8 Years	\$55.71		\$56.49
25 Years	\$56.26		\$57.05
REGISTERED NURSE FIRST ASSIST			
Start	\$35.81		\$36.31
1 Year	\$36.34		\$36.85
2 Years	\$36.94		\$37.46
3 Years	\$38.76		\$39.31
4 Years	\$40.59		\$41.16
5 Years	\$42.88		\$43.48
6 Years	\$45.17		\$45.81
7 Years	\$47.49		\$48.15
8 Years	\$50.86		\$51.57
25 Years	\$51.77		\$52.50

NOTE: The parties agree that the classification of Charge Nurse falls below the classification Nurse Manager II.

**APPENDIX 4****THUNDER BAY REGIONAL HEALTH SCIENCES CENTRE****SUPERIOR CONDITIONS**1. **Sick Leave Provisions****McKellar**

A regular part-time nurse who has accumulated sick leave credits as a full-time nurse prior to October 23, 1981, may use such credits when on sick leave.

2. **Seniority Rights - Leave of Absence****McKellar**

Seniority rights will not be lost by an employee during a leave of absence granted in writing by the Assistant Executive Director – Patient Services and seniority shall continue to accrue to the employee during a defined period of absence unless the written leave specifies otherwise.

3. **Educational Allowance****McKellar**

Salary recognition for additional preparation, the skills of which are utilized directly in the classification of employment of the nurse, will be provided as follows:

<b><u>Full-Time</u></b>	<b><u>General Duty Staff Nurse</u></b>	<b><u>Charge Nurse in Nursing Service</u></b>
B.Sc.N.	\$80.00/month	\$80.00/month
Midwifery	\$15.00/month	\$15.00/month
O.R. Extension Course	\$10.00/month	\$10.00/month
Neonatal Course	\$15.00/month	\$15.00/month
<b><u>Part-Time</u></b>	<b><u>General Duty Staff Nurse</u></b>	<b><u>Charge Nurse in Nursing Service</u></b>
B.Sc.N.	\$.49 per hour	\$.49 per hour
Midwifery	\$.092 per hour	\$.092 per hour
O.R. Extension Course	\$.062 per hour	\$.062 per hour
Neonatal Course	\$.092 per hour	\$.092 per hour

## **ARTICLE A – RECOGNITION**

- A.1 The Thunder Bay Regional Health Sciences Centre recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by the Thunder Bay Regional Health Sciences Centre, save and except the Manager – Employee Health Services, Clinical Instructor, Nursing Instructor, Nurse Manager I, Nurse Manager II, Trauma Co-ordinator and all persons above the rank of Nurse Manager II.

## **ARTICLE B – DEFINITIONS**

- B.1 "Administrator" shall mean the President of the Thunder Bay Regional Health Sciences Centre.
- B.2 "Nurse Representative" is a nurse elected by the Association nurses or appointed by the Executive of the Association to fill a vacancy temporarily and duly accredited in writing to represent the Association.
- B.3 "Director of Nursing" shall mean "Chief Nursing Officer".

## **ARTICLE C – MANAGEMENT RIGHTS**

- C.1 The Association recognizes that the management of the Centre and the direction of the working forces are fixed exclusively in the Centre and shall remain solely with the Centre except as specifically limited by the express provisions of this Agreement and, without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Centre to:
- (a) maintain order, discipline and 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 discharge or discipline without cause 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 scheduling of hours of work, work assignments, methods of doing work and the working establishment for any service;
  - (d) determine the number of personnel required, the services to be rendered and the methods, procedures and equipment in connection therewith;
  - (e) make and enforce and alter from time to time reasonable rules to be observed by the nurses not inconsistent with the provisions of this Agreement.
- C.2 These rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

**ARTICLE D – COMMITTEES AND REPRESENTATIVES****D.1 Nurse Representatives**

The Centre will recognize a Nurse Representative for each defined unit in the Centre.

**Maternal Child**

Paeds/Adolescent Psych	(1)
Labour & Delivery	(1)
NICU	(1)
Maternal/Newborn	(1)
Maternity Centre	(1)

**Surgery**

Operating Room	(1)
PACU	(1)
3A Inpatient Surgery	(1)
3B Inpatient Surgery	(1)
3C Inpatient Surgery	(1)
Surgical Day Care	(1)
Neuro Surgery	(1)
Endoscopy	(1)

**Medicine**

1A Oncology	(1)
2A Inpatient General Medicine	(1)
2B Inpatient General Medicine	(1)
2C Cardiology/Medicine	(1)
Peritoneal/Renal	(1)
Telehealth & Regional Stroke Program	(1)
Cardiac Rehab	(1)

**Critical Care**

ICU	(1)
Emergency	(1)

**Ambulatory Care & Clinics**

(1)

**Mental Health**

Assertive Community Treatment (ACT)	(1)
Adult Mental Health	(1)
Forensic Mental Health	(1)

**Cardiac Cath Lab**

(1)

**Utilization Co-ordinator**

(1)

**Regional Cancer Care**

(1)

**Nurse Practitioners**

(1)

**Nursing Resource Team**

(2)

If, in accordance with the job-posting process, a nurse representative bids into one of the above units resulting in the number of nurse representatives exceeding the permitted number for that unit; one of the nurse representatives would be required to step down from their nurse representative position within six (6) months or until a new nurse representative can be designated in the unit the nurse left, whichever is sooner.

D.2 Grievance Committee

The Centre will recognize a Grievance Committee consisting of not more than five (5) Nurse Representatives.

D.3 Negotiating Committee

The Centre will recognize a Negotiating Committee of not more than four (4) nurses. In addition there will be two (2) unpaid observers.

D.4 Hospital-Association Committee

(a) The Hospital-Association Committee shall be composed of six (6) nurses to be elected or otherwise appointed by the Association and six (6) members appointed by the Centre. The membership of this Committee may be expanded by mutual consent. Each party may have alternates to replace a member who is unable to attend.

(b) The Bargaining Unit President or designate will identify to the Centre which committee members require payment under Article 6.03 (e) at each Hospital-Association Committee meeting.

D.5 Professional Development Committee

The Centre will recognize the above committee consisting of at least four (4) nurses. The Association will provide the names of the nurses sitting on that committee. Terms of Reference shall be developed as per Article 9 of the Central Collective Agreement.

D.6 The Centre will pay the Bargaining Unit President/Local Co-ordinator or designates at her or his regular straight time hourly rate for thirty-two (32) days per year for time spent attending meetings with the Centre.

**ARTICLE E – INTERVIEW OF NEW NURSES**

E.1 A representative of the Association will be given an opportunity to interview each new nurse during the first three (3) days of her or his first orientation period.

**ARTICLE F – SENIORITY LIST**

F.1 (a) Revised copies of the seniority list will be posted at all sites and supplied to the Association within two (2) weeks following the last pay end date in December and June of each year.

- (b) A revised unit seniority list will be provided to the Association upon request prior to changes in the master rotation only. This list is not to be used for shift pick-up, vacation, time off or Christmas.

### **ARTICLE G – ARBITRATION**

- G.1 Arbitrations shall be heard at Thunder Bay, Ontario, or at such other place as may be agreed upon by the Association and the Centre.

### **ARTICLE H – BULLETIN BOARD**

- H.1 The Centre agrees to supply a bulletin board outside the cafeteria for the purposes of posting notices of meetings, conventions or material of interest to the Association. Only notices pertaining to the nursing group will be allowed to be posted in the area designated for the Association.
- H.2 The Centre will allow notices of regular monthly meetings, names of unit representatives and Committee Chairpersons to be posted on each unit in an accessible place.
- H.3 The Association will furnish the Centre with a copy of such Association notices. The Centre reserves the right to remove any posting it considers objectionable.
- H.4 The Centre will provide the Association access to its intranet system to provide notices of meetings and information to its membership. All notices will be submitted electronically to Human Resources for content posting to the intranet.

### **ARTICLE I – NOTICES**

- I.1 Any notice to any nurse under this Agreement will be given personally (either directly or by telephone) or by prepaid registered post addressed to the nurse at her or his last address shown on the payroll of the Centre and such notice shall be deemed to have been given seven (7) days after delivery to the postal authorities.

### **ARTICLE J – LEAVES OF ABSENCE – ASSOCIATION BUSINESS**

- J.1 In accordance with Article 11.02, the Centre will grant a leave of absence on the following basis:
  - (a) To twelve (12) nurses at any one time selected or appointed by the Association to attend Association functions, provided that the number of days in total in one (1) year does not exceed one hundred and twenty (120) working days off. No more than two (2) nurses shall be granted such leave from any one (1) unit. In those areas which have less than fifteen (15) nurses, only one (1) nurse shall be granted such leave.
- J.2 The Centre agrees to grant leaves of absence up to thirty (30) 7.5 hour tours or 225 hours/per year, without pay, to nurses elected to the position of Local Co-ordinator. Requests for these days off must be submitted prior to the posting of the schedule.



- J.3 The Bargaining Unit President will be allowed to request unpaid leaves of absence to a maximum of one-half (1/2) of her or his regularly scheduled shifts. These days will not be part of the time provided under J.1.

### **ARTICLE K – LAUNDERING OF UNIFORMS**

- K.1 The Centre will continue its present practice of supplying and/or laundering scrub uniforms where it currently does so.

### **ARTICLE L – SCHEDULING**

Articles L.1, L.2, L.3, L.4 (b), L.5, L.7, L.10 (a), L.11, L.13, L.14, L.15, L.16, L.18, L.19, L.20, L.21, L.22, L.23, L.24 and L.25 also apply to nurses working extended tours of duty.

- L.1 For the purposes of Article 14.10, (shift premium), the evening shift is defined as the hours of work between 1530 and 2330 hours.
- L.2 For the purposes of Article 14.10, (shift premium), the night shift is defined as the hours of work between 2330 and 0730 hours.
- L.3 Night shift shall be the first shift of the day.
- L.4 Presently, the normal tour hours are as follows:
- (a) For seven and one-half (7 1/2) hour tours:  
0730 - 1530;  
1530 - 2330; or  
2330 - 0730.
  - (b) For extended tours (11.25 hour tours):  
0730 - 1930; or  
1930 - 0730.

The Centre will not change the above-mentioned normal tour hours without prior discussion with the Association and the nurses on the unit.

- L.5 For the purposes of Article 14.15, the weekend premium is payable for all hours worked between Friday, 2330 hours to Sunday, 2330 hours.
- L.6 A weekend off, for nurses working seven and one-half (7 1/2) hour tours, is defined as at least fifty-six (56) consecutive hours off work from the completion of the Friday tour until the beginning of the Monday tour.
- L.7 (a) Tour of duty schedules and days off will be posted at least four (4) weeks in advance for a period of not less than eight (8) weeks.

- (b) Requests for change in posted time schedules must be submitted in writing to the Nurse Manager, or delegate, and co-signed by the nurse willing to exchange time. Any such change will not result in premium pay.
  - (c) Requests for specific days off must be submitted in writing at least three (3) weeks in advance of the time requested unless circumstances dictate otherwise.
- L.8
- (a) The Centre will endeavour to schedule every second weekend off and shall schedule at least two (2) weekends off in four (4).
  - (b) A nurse will receive premium pay as provided in Article 14.03 for all hours worked on a third (3<sup>rd</sup>) consecutive and subsequent weekend, save and except where:
    - (i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
    - (ii) such nurse has requested weekend work; or
    - (iii) such weekend is worked as the result of an exchange of shifts with another nurse.
  - (c) A casual nurse will receive premium pay as per Article 14.03 for all hours worked on a fourth consecutive and subsequent weekend.
- L.9 (Full-Time)
- Normally two (2) consecutive days off will be scheduled after five (5) days of work, however, the schedule may be arranged to schedule not more than seven (7) consecutive days of work without two (2) consecutive days off where scheduling under L.10 necessitates and as long as four (4) days off are scheduled every two (2) weeks except by agreement of the nurse. It is agreed that in order to facilitate such scheduling, it may be necessary to split days off.
- Nurses who work seven (7) consecutive full tours shall receive time and one-half on the eighth consecutive tour and every subsequent consecutive tour worked.
- L.10
- (a) When possible, the Centre will schedule two (2) consecutive days of work between days off. The parties recognize that from time to time scheduling single tours may result in more desirable rotations.
  - (b) When a nurse is required to change shifts, fifteen and one-half (15 1/2) hours shall be allowed between shifts. If, however, a nurse is required to report on the second shift less than fifteen and one-half (15 1/2) hours after finishing the first shift, the nurse shall be paid at overtime rates for the period worked before the fifteen and one-half (15 1/2) hour time allowed for shift change has expired.
- L.11 Split tours shall not be scheduled.
- L.12 In areas that work three (3) tours, nurses will normally be scheduled to work days/evenings or days/nights.

- L.13 (a) Each full-time nurse will be scheduled to work at least fifty percent (50%) of her or his tours on the day shift, unless the nurse and the Centre mutually agree to do otherwise.
- As the unit's master rotations change, the Centre will endeavour to schedule a part-time nurse to work fifty percent (50%) of her or his hours on the day shift, unless the nurse and the Centre mutually agree to do otherwise.
- (b) For the purposes of calculating the above, the following will apply:
- (i) an eight (8) week period will be used where there is no master rotation.
- (ii) where there is a master rotation, the length of the master rotation will be used.
- (c) As new master rotations are developed, the Centre shall provide the Local Association with a draft copy of the master rotation at the time it is sent to the unit.
- L.14 Nurses who, on January 19, 1995, are employed on an evening or night tour on a permanent basis, will not be required to:
- (a) (i) rotate over two (2) tours as a condition of continued employment.
- (ii) work on a tour other than the permanent tour she or he was granted unless she or he agrees, except for the purposes of evaluation, education or supervision. The Centre will exercise this right in a fair and reasonable manner.
- (b) If the permanent tour that was originally granted is made redundant through a scheduling change, the nurse will be given the opportunity to choose, by her or his seniority, any rotation on her or his unit.
- L.15 (a) Each year the Centre will maintain the original master copy of the Christmas/New Year's time schedules as well as the final copy of the time schedule worked. The Centre will provide the Association with a list of the nurses who worked Christmas and New Year's by the end of January. Nurses will alternate time off at Christmas and New Year's from one (1) year to the next.
- (b) The Centre will schedule five (5) consecutive days off at either Christmas or New Year's, except in areas where nurses work Monday to Friday.
- (c) Time off at Christmas shall include all shifts on Christmas Eve, Christmas Day and Boxing Day. Time off at New Year's shall include all shifts on New Year's Eve, New Year's Day and January 2nd.
- (d) (i) if the Centre cancels a shift on one (1) or more days of a nurse's Christmas/New Year's time schedule, the nurse's entitlement to time off the following year will not change. She or he will still alternate time off as per Article L.15 (b), subject to Articles L.15 (e) and L.15 (h).

- (ii) if the Centre orders a nurse to work on one (1) or more days of a nurse's Christmas/New Year's time off, resulting in her or his working part or all of both holidays, the nurse will be given her or his preference for time off at Christmas/New Year's the following year.
  - (iii) if a nurse changes all of her or his Christmas/New Year's time off/on, as per Article L.7, the nurse's entitlement will be altered the following year to reflect what was actually worked/off the previous year as per Article L.15 (b), subject to Articles L.15 (e) and L.15 (h).
  - (iv) if a nurse changes a portion of her or his Christmas/New Year's time off/on, as per Article L.7, the nurse's entitlement will not change the following year.
- (e) Notwithstanding the above, the Centre will schedule the senior nurse(s) off for both Christmas and New Year's, where the schedule allows for this. It is understood that L.15 (b) and L.15 (c) apply to the original entitlement holiday with respect to the five (5) days off; however, where it is not possible to meet the requirements of L.15 (c) for the additional holiday, any portion of the holiday will still be granted to the most senior nurse(s) and thus rotated through all the nurses. Seniority here means the combined seniority of both full-time and part-time seniority lists.
- (f) Nurses away for any reason over Christmas and/or New Year's will be deemed to have the time off. Therefore, she or he will work Christmas or New Year's the following year as required by the schedule.
- (g) Nurses may indicate their preference of shift for on-duty time scheduled over Christmas/New Year's.
- (h) A request list for scheduled time at Christmas/New Year's will be posted on each unit by June 15<sup>th</sup>. Nurses must indicate shift preference by September 1<sup>st</sup>. The Centre will endeavour to accommodate such request but where there is a conflict, seniority will prevail.
- (i) The Centre will post the time schedule referred to above on each unit by October 15<sup>th</sup>.
- (j) In the event that the scheduling requirements for a unit require nurses who would otherwise be scheduled off in accordance with the above to work during such holiday period, the junior nurses who would otherwise be off duty on the unit will be scheduled to work in the reverse order of their seniority beginning with the least senior nurse.
- (k) (i) in complying with the terms of this provision, the Centre will not incur any penalties associated with any other scheduling provision under Article L during the period of December 15th to January 15th. It is understood that during this time period, the Centre will attempt to observe the provisions and conditions respecting these work schedules.
- (ii) the Local Association will be provided with the work schedules covering the waived period at the time of posting.

- (l) If a nurse transfers to a unit after the Christmas/New Year's time off has been posted and there is a conflict between two (2) nurses for the entitlement for time off, the Centre will endeavour to grant both nurses their entitlement or, if possible, will postpone the transfer for such time so as not to penalize the transferring nurse.

L.16 For the purposes of clarity on units where nurses are scheduled both 7.5 hour and extended tours, the following will apply:

- (a) If the majority of a nurse's regularly scheduled tours are 7.5 hour tours, then the nurse is governed by the scheduling regulations as they apply to nurses working 7.5 hour tours.
- (b) If the majority of a nurse's regularly scheduled tours are extended tours, then the nurse is governed by the scheduling regulations as they apply to nurses working extended tours.

L.17 Tours of Less Than Normal Tours (7.5 Hours)

- (a) Where a part-time nurse(s) is scheduled to work less than a normal tour (7.5 hours), Article L in its entirety applies except as amended by the following:
  - (i) the Employer will keep the number of tours comprised of less than 7.5 hours to a minimum within the Centre.
  - (ii) a paid rest period of fifteen (15) minutes will be granted during each half tour, provided the duration of each half tour is not less than three (3) hours.
  - (iii) no part-time nurse will be scheduled solely on tours which are comprised of less than 7.5 hours in any pay period, except where such arrangements are requested by the nurse and agreed by the Association.
  - (iv) nurses working tours comprising of less than 7.5 hours shall not be scheduled to work more than seven (7) consecutive tours. Premium pay as per Article 14.03 will be paid for the eighth consecutive and subsequent tour until a day off is scheduled.

L.18 Extended Tours Eligibility of Voters and Voting Procedures

- (a) (i) Any permanent full-time or part-time nurses on the unit who anticipate continued employment on that unit for the next three (3) months. Any full-time or part-time nurses on leaves of absence who are anticipating return to the unit in twelve (12) months. Casuals are not eligible to vote as they are not committed to scheduled tours.
- (ii) Special Circumstances: Individual cases of questionable eligibility will be assessed by the Nurse Manager and the ONA Executive with fairness being the guiding principle.

- (iii) A job-share position will be considered full-time for voting purposes. After consultation between the job-sharers, the most senior job-sharer will be the individual who votes.

(b) Voting Procedures

- (i) A list of eligible voters will be compiled by the Unit Manager, approved by the ONA Executive and posted on the unit at least one (1) week prior to voting. A copy of this Letter will accompany the ballot box. Separate votes will be done by full-time and part-time nurses. Where nurses are unable to vote at 980 Oliver Road, electronic voting shall be used, the method and utilization of electronic voting shall be agreed by the parties in advance. Any cost associated with the collection of ballots will be covered by the Local Association.
- (ii) A locked ballot box and the accompanying voters list will be placed in the Patient Services Office or an area mutually agreed to by the Association and the Centre.
- (iii) Each eligible nurse will be issued one (1) ballot initialled by the Nurse Manager and an ONA Executive member in an unsealed envelope. To vote, the nurse must sign her or his name in ink, beside her or his name on the voters list, mark an "X" beside her or his choice on the ballot, then deposit the ballot in the sealed envelope into the locked ballot box.
- (iv) The vote will take place over a one (1) week period and the ballot box will remain, as in (b) (ii) above.
- (v) Ballots are to be counted by the ONA Executive and the Nurse Manager at a specified time after seven (7) days have elapsed. A record of ballots will be completed and the record will be made available to the Unit Manager, the ONA Executive and Human Resources. Ballots will be destroyed after seven (7) days if both parties are in agreement and not contested.
- (vi) Advance ballots can be issued for staff who will be away for the entire voting period (vacation, etc., not days off) at the discretion of the ONA Executive and the Nurse Manager. The onus is on the nurse to request an advance ballot. No shows, abstentions and spoiled ballots will not be included in the final total. Telephone/proxy voting is not allowed.

L.19

Extended Tours (11.25 Hour Tours)

(a) Participation

All full-time and regular part-time nurses working in a unit with extended tours will, as a condition of employment, be required to work extended tours on a rotating basis in accordance with the unit's posted schedule.

(b) Introduction

Extended tours shall be introduced when:

- (i) sixty-six percent (66%) of the eligible nurses who vote so indicate by secret ballot; and
- (ii) the Centre agrees to implement extended tours. Such agreement shall not be withheld in an unreasonable or arbitrary manner.

Nurses will be permitted to re-vote after twelve (12) months has passed from the date of the vote.

(c) Discontinuation

Extended tours may be discontinued on any unit after a trial period of twenty-four (24) weeks when:

- (i) fifty-one percent (51%) of the affected nurses indicate by secret ballot; or
- (ii) the Centre because of
  - (1) adverse affects on patient care, or
  - (2) inability to provide a workable staffing schedule, or
  - (3) where the Centre wishes to do so for other reasons which are neither unreasonable nor arbitrary,

states its intention to discontinue extended tours in the schedule.

When notice of discontinuation is given by either party, 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 extended tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

(d) Meal and Rest Periods

Subject to Article 13.02, meal and rest periods will be scheduled as follows:

two (2) fifteen (15) minute rest periods; and

two (2) thirty (30) minute meal periods.

(e) Scheduling

- (i) nurses shall not be required to work more than three (3) consecutive tours without the consent of the majority of the nurses on the unit.

Premium payment shall be paid in accordance with Article 14 for time worked on a fifth consecutive and subsequent extended tour.

- (ii) nurses shall have at least two (2) days scheduled off after working three (3) consecutive extended tours.
- (iii)
  - (1) nurses shall have every second weekend off.
  - (2) a nurse will receive premium pay as outlined in Article 14.03 for all hours worked on a second consecutive and subsequent weekend, 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.
  - (3) Definition of a Weekend Off

A weekend off is defined as at least sixty (60) consecutive hours off work from the completion of the Friday tour until the beginning of the Monday tour.

(f) Shift Alterations

To deal with unusual circumstances which result in a disruption of normal scheduling such as Christmas/New Year's period, the Centre shall have the right to revert the unit back to the standard three (3) tour arrangement for a maximum four (4) week period.

L.20 Extended Tours (9.375 Hours)

Article L.16 also applies to nurses working ten (10) hour tours. The parties have agreed to the following terms for implementation of ten (10) hour tours.

(a) Introduction

The Centre will agree to implement rotations of ten (10) hour tours in the unit when:

- (i) sixty-six percent (66%) of the nurses in the unit indicate by secret ballot; and
- (ii) the Centre agrees to implement the ten (10) hour rotation, such agreement shall not be withheld in an unreasonable or arbitrary manner.



(b) Discontinuation

The ten (10) hour tours may be discontinued in the unit when:

- (i) fifty-one percent (51%) of the nurses in the unit so indicate by secret ballot; or
- (ii) the Centre because of
  - (1) adverse affects on patient care, or
  - (2) inability to provide a workable staffing schedule, or
  - (3) where the Centre wishes to do so for other reasons which are neither unreasonable nor arbitrary,states its intention to discontinue the ten (10) hour tour in the schedule.

When notice of discontinuation is given by either party in accordance with the 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 ten (10) hour tour will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

The current Collective Agreement shall be amended to specifically reflect the ten (10) hour tour as follows:

(c) Hours of Work

- (i) For nurses working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37 ½) minutes of unpaid mealtime.
- (ii) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37 ½) minutes.

(d) The Centre shall schedule nurses on the ten (10) hour tour every second weekend off. Should the nurse work the second weekend, she or he will be paid in accordance with Article 14.03 for the second and subsequent weekend worked until a weekend off is scheduled except where:

- (i) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse; or
- (ii) such nurse has requested weekend work; or

(iii) such weekend is worked as a result of an exchange of tours with another nurse.

(e) Nurses shall not be scheduled to work more than four (4) consecutive 9.375 hour tours. Should a nurse work more than four (4) consecutive tours, she or he shall be paid in accordance with Article 14.03 for all hours worked on the fifth and subsequent tours until time off is scheduled.

(f) Requests for change of scheduled working hours shall be done in accordance with Appendix 5.

(g) Shift Premiums

Nurses working ten (10) hour tours shall be paid shift premium at the rate of the current Collective Agreement for all hours worked between 1530 - 0730 hours.

(h) Overtime (Subject to Article 14)

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

(i) Paid Holidays

A nurse working ten (10) hour tours shall be paid as per Article 15, noting that nurses working ten (10) hour tours shall receive twelve (12) days off to consist of seven and one-half (7 ½) hours each.

(j) It is understood that the schedule violates L.10 (a), Appendix 5, Part-Time Collective Agreement. While this schedule is in operation, L.10 (a) will not apply to part-time nurses.

(k) Nevertheless, it is understood and agreed that the Centre maintains its right to change the schedule, subject to Appendix 5.

L.21

(a) (i) where new permanent standby assignments are proposed for a unit, the Centre and the Association will meet to develop a Letter of Understanding on the method of initiating permanent standby assignments.

(ii) permanent scheduled standby assignments will be distributed equitably amongst the nurses.

(iii) Self-scheduling of Standby

(1) Shall be determined by the nurses on the unit.

(2) Self-scheduling of standby duty on weekends and regular days off constitutes compliance with L.21 (c) of the Collective Agreement.

- (3) Responsibility for self-scheduling will rotate each posted scheduled period.
  - (4) The scheduler will send two (2) copies of the posted schedule, on a rotational basis and the staff will be responsible for self-scheduling standby assignments, the finalized schedule will be returned to the scheduler within two (2) weeks following the departments' receipt of the schedule.
  - (5) Should the staff fail to provide the assignments on time, the Centre will assign in a fair and equitable manner.
- (b) Standby assignments shall be posted at the same time as tours of duty schedules. Nurses shall be permitted to exchange their standby assignments.
  - (c)
    - (i) a nurse will not be scheduled for standby on a scheduled day off or scheduled on a weekend off unless mutually agreed between the nurse and the Centre.
    - (ii) nurses will not be scheduled to be on standby on their vacation.
  - (d) Nurses scheduled for standby shall be provided with pagers.
  - (e) Where a nurse has been called in from standby and worked the hours after 2400 hours, such nurse will not be required to work the day shift unless she or he does so by mutual agreement between the nurse and the Centre. By the end of the call in, the nurse will notify the Staffing Office when she or he requires coverage for the day shift.
  - (f) Where a nurse has been scheduled standby and worked the hours after 0330 hours and is scheduled for the next evening shift, such nurse will not be required to work the next evening shift unless she or he does so by mutual agreement between the nurse and the Centre. The nurse will maintain their standby commitment. By the end of the call in, the nurse will notify the Staffing Office when she or he requires coverage for the next scheduled evening shift.

L.22

Part-Time Rotations

- (a) Where possible, the Centre will endeavour to implement and maintain part-time master rotations for fifty percent (50%) of the part-time population of a unit. Where this is not feasible, the Centre will endeavour to provide as many as possible master rotations.
- (b) The remaining part-time nurses will have no master rotation.
- (c) When a position is vacated, the master rotation will be replaced by a master rotation with a .5 FTE commitment where possible.
- (d) When notice of discontinuation is given by either party, 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 master rotations will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

Both parties agree that the part-time master rotation will not be discontinued arbitrarily.

L.23 Commitment of Regular Part-Time Nurses

A regular part-time nurse must agree to work a pre-determined schedule and her or his commitment will include:

- (a) Must be available to work at least 37.5 hours every two (2) weeks.
- (b) A list of nurses who have different commitments will be updated and posted annually on the intranet. A copy will be provided to the Association. Disputes will be dealt with under the grievance procedure.
- (c) Must be available to work one (1) weekend in two (2).
- (d) Must be available to work during twelve (12) months of the year when not on vacation (see Article M) or approved leave.
- (e) Must be available to work at least four (4) paid holidays (including either Christmas or New Year's).

L.24 Distribution of Part-Time Available Tours

It is understood that the following provision implies no guarantee of hours of work for part-time nurses beyond their FTE commitment.

- (a) (i) All regular part-time nurses in a unit will be scheduled up to their committed hours by seniority before any casual part-time nurses are utilized.
- (ii) The Centre will endeavour to offer additional tours (excluding overtime tours) to regular part-time nurses on the unit on the basis of seniority, subject to the following:
  - (1) regular part-time and casual nurses who wish to be considered for additional tours will submit their "Availability Notice" to the Staffing Office by the dates specified;
  - (2) a tour will be deemed to be offered whenever a call is placed;
  - (3) it is understood that the Centre will not be required to offer tours which would result in overtime premium pay;

- (4) when a nurse accepts an additional tour, she or he must report for that tour unless arrangements satisfactory to the Centre are made;
- (5) provided they are qualified, nurses may submit their availability to work additional tours to more than one (1) unit, if to do so is in accordance with existing Centre practice;
- (6) additional tours shall be offered to job-sharers only after those tours have been offered and not accepted by the regular part-time and casual nurses and in accordance with Article S.2.

L.25 Waiver for Casual Tours

On those units where both the full-time and part-time nurses do not participate in extended tours, all extra tours and extra partial tours are to be available to any part-time staff regardless of her or his eight (8), ten (10) or twelve (12) hour commitment and will be paid at straight time, subject to the premium pay provisions of the Collective Agreement. Article L.22 also applies. A minimum of twelve (12) hours off will be granted between such tours.

L.26 Unit Weekend Schedule

- (a) A unit weekend schedule may be developed in order to meet the Centre's need for weekend staff. Positions will be posted in accordance with Article 10.07; or
- (b) A current full-time nurse, in order to further her or his education, may apply for weekend work without posting the weekend position. By mutual agreement, the parties may consent to the arrangement on a temporary basis for a predetermined time period. The nurse will return to her or his previous status at the end of the predetermined period. The Association will be notified.
- (c) The filling of such positions will not result in the lay-off of any full-time or regular part-time nurse.
- (d) Weekend worker positions are not anticipated to have a negative effect on vacation scheduling. Either the Centre or the Association may request a meeting to discuss any concerns that arise. The parties will meet within two (2) weeks of the request.

Discontinuation

Either the Centre or the Association may discontinue the unit weekend schedule with ninety (90) days' written notice. Within two (2) weeks of receipt of such notice, a meeting will be held between the parties to discuss discontinuation. It is understood that such discontinuation shall not be unreasonable or arbitrary.

Should the Centre discontinue weekend work, the affected nurse(s) shall be laid off in accordance with Article 10.09.

- L.27 (a) Travel time to mandatory training outside of Thunder Bay will consist of pay for the hours of direct travel to and from the education session, as this time will be considered hours of work.
- (b) The Employer will attempt to schedule nurses' travel during regular hours of work.
- L.28 Where telephone standby, on-call work and/or travel may be a requirement of the classification, it will be noted on the job-posting. The parties agree that such notations do not obligate the Centre to provide such work or restrict them from implementing such assignments in the future.

### **ARTICLE M – VACATIONS**

- M.1 For the purposes of calculating the amount of vacation earned, the vacation entitlement date shall be regarded as being June 30th in any year.
- M.2 (a) Combined full-time and part-time vacation request lists will be posted on each unit no later than February 1st. A three hundred and sixty-five (365) day vacation planner will be used. Nurses will make requests for vacation as follows:
- (i) nurses in the top third of the seniority list will request by February 15<sup>th</sup>.
  - (ii) nurses in the middle third of the seniority list will request by March 1<sup>st</sup>.
  - (iii) nurses in the bottom third of the seniority list will request by March 15<sup>th</sup>.
- (b) Authorized time off will be posted by April 1<sup>st</sup>.
- (c) Once a nurse has indicated a preferred vacation period, she or he may not exercise seniority rights to change this stated period.
- (d) Subject to the foregoing, vacation requests received after April 1<sup>st</sup> will be considered on the basis of date of receipt. In the event of a dispute, seniority will prevail. The Centre will respond to the nurse in a timely manner.
- (e) A week of vacation is defined as five (5) days of vacation and two (2) days off (seven (7) consecutive calendar days).
- (i) Nurses Working 7.5 Hour Tours (Full-Time)  
A nurse will normally take at least five (5) days (37.5 hours) of vacation at any one time. A nurse may, however, take five (5) days of vacation in single days.

(ii) Nurses Working Extended Tours (Full-Time)

Normally, at least three (3) days (33.75 hours) of vacation must be taken at any one time. A nurse, however, may take five (5) days of vacation in single days.

## (iii) (Part-Time)

A nurse will normally take a minimum of five (5) calendar days of vacation. A nurse may, however, take five (5) days of vacation in single days.

- (f) A nurse may defer one (1) week of vacation earned in any one year.
- (g) Vacation may commence on any day of the week.
- (h) Any vacation time in excess of current year entitlement plus one (1) week of carryover will be considered for pay on an individual circumstance.

M.3 Part-time nurses shall receive vacation pay bi-weekly.

**ARTICLE N – PAID HOLIDAYS**

N.1 (a) The Centre recognizes the following days as paid holidays:

New Year's Day	Civic Holiday (1 <sup>st</sup> Monday in August)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day (November 11 <sup>th</sup> )
Canada Day (July 1 <sup>st</sup> )	Christmas Day (December 25 <sup>th</sup> )
2 <sup>nd</sup> Monday in June	Boxing Day (December 26 <sup>th</sup> )

(b) For the purpose of Article 14 (Paid Holidays), holiday pay is applicable for the hours of work between 2330 and 2330 of the holiday.

N.2 (a) Lieu days as provided in Articles 15.04 and 15.05 shall be scheduled at a time mutually agreed upon by the Centre and the nurse within either the forty-five (45) days preceding or the forty-five (45) days following the holiday.

(b) If a nurse requests her or his lieu day(s) be scheduled other than as set out above, she or he will submit her or his request in writing to the Manager three (3) weeks in advance of the requested time off.

(c) A record of paid holidays and available lieu days taken by each nurse shall be available at all times to nurses on the unit.

(d) Requests for lieu days may be for any shift on any day of the week.

**ARTICLE O – EQUIVALENT TIME OFF**

- O.1 Overtime as provided in Article 14.09, where a nurse chooses equivalent time off, such time will be taken by December 31<sup>st</sup> each year up to a maximum of one hundred and fifty (150) banked hours at one time. The Centre will pay out all banks in excess of seventy-five (75) hours by the end of January. A nurse may request, in writing, payout of all or any part of her or his bank at anytime during the year.

**ARTICLE P – PRE-PAID LEAVE**

- P.1 In accordance with Article 11.11, the Centre agrees to approve the application of nine (9) full-time and ten (10) part-time nurses annually, for the Pre-Paid Leave Plan.
- P.2 The Centre will notify, in writing, the President of the Local Association, the names of all nurses who have commenced participation in the Pre-Paid Leave Plan.

**ARTICLE Q – MISCELLANEOUS**

- Q.1 In the case of an error in the calculation of the nurse's statement of earnings, the Centre shall, upon the request of the nurse, provide the nurse with a makeup cheque as soon as possible.
- Q.2 Nurses requiring elective surgery must notify their Manager of:
- (a) the impending leave of absence; and
  - (b) the date of the surgery as far in advance as possible. Requests will not be unreasonably denied.
- Q.3 If a nurse is off sick, she or he shall contact the Manager or designate and notify the Staffing Office, if applicable, as soon as they are aware of the impending absence.
- Q.4 Where the Centre requires a nurse to travel during a shift, the nurse will be provided with either mileage in accordance with Centre policy or taxi service and reimbursement for duplicate parking fees, if applicable.
- Q.5 Any Bargaining Unit nurse who retires and wishes to continue in the Benefit Plan as outlined in Article 17.01 (h) will provide direct withdrawal information to payroll for payment.
- Q.6 The parties agree that any unsuccessful Bargaining Unit member who was interviewed for an ONA job-posting will be notified, in writing, of the decision being made in a timely manner and prior to the posting of the name of the successful candidate.



## **ARTICLE R – RETURN TO WORK**

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

To that end, the Centre and the Association agree to co-operate in facilitating the return to work for nurses with disabilities.

- R.1 The Centre will notify the Local President of the names of all nurses who go off work due to a work related injury or when a nurse makes application for L.T.D.
- R.2 The Centre agrees to provide the Association and the nurse with a copy of the Workers' Compensation Board Form 7 at the same time it is sent to the Board.
- R.3 When it has been medically determined that a nurse is unable to return to the full duties of her or his position due to a disability, the Centre will notify and meet with the Staff Representative of the Ontario Nurses' Association and the Local Representative to discuss the circumstances surrounding the nurses' return to suitable work.
- R.4 A joint Return to Work Committee (RWC) comprised of an equal number of Association and Centre representatives will be established. One of the Association representatives will be recognized as co-chair. The Committee will meet at least four (4) times each year. Association representatives will receive pay at straight time or time in lieu where possible for hours spent in RTW meetings, if they attend meetings on their day off. Such hours are invisible for the purposes of determining premium.
- R.5 The Centre will provide an updated list of information to the (RWC) before each quarterly meeting including the following:
- (a) nurses absent from work because of disability who are in receipt of Workplace Safety & Insurance Board benefits;
  - (b) nurses absent from work because of disability who are in receipt of Long-Term Disability benefits;
  - (c) nurses who have been absent from work because of disability for more than twenty-three (23) months;
  - (d) nurses who are currently on a temporary modified work program;
  - (e) nurses who are currently permanently accommodated in the workplace;
  - (f) nurses who require temporary modified work;
  - (g) nurses who require permanent accommodation in the workplace.

## R.6

Process

- (a) A disabled nurse who is ready to return to work will provide the Occupational Health Service with medical verification of her or his ability to return to work including information regarding any restrictions.
- (b) When a returning nurse is in need of a permanent accommodation the Centre will notify the RWC co-chairs and will provide to them the information obtained under (a) above.
- (c) As soon as practicable the co-chairs or their designates will meet with the affected nurse and the Manager to create and recommend a return to work plan.
- (d) In creating a return to work plan, the co-chairs and the Manager will examine the disabled nurse's abilities and accommodation needs to determine if the nurse can return to her or his:
  - (i) original position;
  - (ii) original unit;
  - (iii) original unit/position with modifications to the work area and/or equipment and/or the work arrangement;
  - (iv) alternate positions outside the original unit.
- (e) In creating a return to work plan, consideration will be given to the nurse's abilities, desires, motivation and accommodation needs. If she is unable to return to work in accordance with Article (d) above, other positions in the Centre in which the nurse may be accommodated will be identified.
- (f) A nurse in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such a nurse will remain on the list of nurses requiring permanent accommodation provided under Article R.5 (g) above.
- (g) The parties recognize that more than one (1) nurse requiring accommodation may be suitable for a particular position or arrangement. In such cases the parties agree that in complying with Articles (d), (e) and (f) above, they must balance additional factors including in no particular order:
  - (i) skills, ability and experience;
  - (ii) ability to acquire skills;
  - (iii) path of least disruption in the workplace;
  - (iv) the principle that more should be done to provide work to someone who otherwise would remain outside the active workforce;
  - (v) seniority.

- (h) When more than one (1) nurse is deemed by the committee to be suitable for a particular position or arrangement and the factors set-out in Articles (d), (e), (f) and (g) are relatively equal, seniority shall govern.
- (i) The committee will monitor the status of accommodated nurses and the status of nurses awaiting accommodation.
- (j) The committee will develop and recommend strategies for:
  - (i) integrating accommodated workers back into the workplace;
  - (ii) educating nurses about the legal, personal and organizational aspects of returning disabled workers to work, including their responsibilities;
  - (iii) educating Managers about their legal responsibilities under the Code.

## R.7

### Alternative Placements

- (a) Before posting, the Occupational Health Representative, in consultation with the Association co-chair, will examine all vacancies if they can be used to accommodate a disabled nurse who requires accommodation but cannot return to her or his home unit in accordance with Article (d).
- (b) If a vacancy is identified as suitable for accommodation purposes, a meeting of the co-chairs and the Manager will be convened as soon as possible to determine:
  - (i) whether the unit, after considering all factors including the number of accommodated nurses in the unit, the operational needs of the unit, safety of nurses working in the unit, alternative resources, can reasonably accommodate a nurse;
  - (ii) whether the posting of the position under the Collective Agreement between the parties may be waived;
  - (iii) whether a position outside the bargaining unit may be an appropriate position for accommodating a nurse.
- (c) The parties may agree to a written agreement for temporary accommodations of extended duration.
- (d) The home position of a nurse requiring permanent accommodation may be posted under the following circumstances:
  - (i) the nurse is permanently accommodated in another position or arrangement;
  - (ii) the weight of the medical evidence establishes that there is no reasonable prospect of a return to her or his original position in the foreseeable future.

- (e) In so electing, the position will be filled in accordance with the job-posting provisions of the Collective Agreement.
- (f) Filling of a disabled nurse's home position does not remove the Centre's duty to accommodate that nurse.

## **ARTICLE S – JOB-SHARING**

S.1 If the Centre agrees to a job-sharing agreement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties. There shall be no more than two (2) full-time job-sharing arrangements per unit. When the Centre receives a request for job-sharing, she or he shall advise the Association before implementing the new job-sharing.

S.2 The nurses involved in job-sharing are entitled to all the terms of the part-time scheduling provisions of the Collective Agreement, except those which are modified as follows:

- (a) Schedules will conform with Article L of the Collective Agreement which set out scheduling.
- (b) Total hours worked by the job-sharers shall equal one (1) full-time position. The job-shared position will appear on the schedule as a highlighted shift. Job-sharers will have the option of determining between themselves which partner will work on a scheduled tour, however, all scheduled tours must be covered.
- (c) Nurses will be granted at least five (5) consecutive days off over either Christmas or New Year's. When one (1) or both job-sharers work over Christmas, neither can be required to work over New Year's and vice-versa, unless mutually agreed otherwise. Where both job-sharers request to work Christmas or New Year's or request to have either off and a conflict exists, then seniority shall be the deciding factor.

(d) **Paid Holidays**

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

- (e) (i) Each job-sharer may exchange shifts with her or his partner as well as other nurses as provided by the Collective Agreement. A job-sharer may exchange with nurses other than her or his partner only on scheduled days off for the full-time line.
- (ii) Job-sharers shall be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on days when neither job-share partner is scheduled or when staffing needs continue to exist after the conditions of Article L.22 have been satisfied and where such would not result in premium payment.

(f) Coverage

- (i) It is expected that both job-sharers will cover each other's incidental illnesses, including the Christmas/New Year's period. If, because of unavoidable circumstances, one 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.
- (ii) Job-sharers may choose to cover all or part of their partner's tours in the case of prolonged or extended absences and will indicate the desired point equivalent for the duration of their partner's absence. It is understood and agreed that this full-time equivalent (FTE) will be scheduled by the Centre.

(g) Implementation

- (i) Where the job-sharing arrangement arises out of the filling of a vacant full-time position, the full-time position will be posted first and in the event that there are no successful applicants, then both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- (h) (i) An incumbent full-time nurse wishing to share her or his position, may do so without having her or his half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (ii) Where two (2) full-time nurses on one (1) unit wish to job-share one (1) position, neither half will be posted providing this would create one (1) full-time position to be posted and filled according to the Collective Agreement.
- (i) If one of the job-sharers leaves the arrangement, the position will revert back to a full-time position. The remaining job-sharer shall be offered the full-time position. If she or he does not accept and wishes to continue in her or his job-share position, the shared vacant position shall be posted as per the Collective Agreement.

(j) Discontinuation

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

Should the Centre discontinue job-sharing, the nurse currently working those arrangements will have the option of reverting to their former status or remain part-time if they have the seniority to do so.

**ARTICLE T – NURSE ASSAULT**

- T.1
- (a) The Centre agrees that no form of verbal, physical, sexual or racial abuse of nurses will be tolerated in the workplace. The Centre will take the reasonable steps to prevent nurse abuse. Any nurse who believes the situation to be abusive will report this to her or his immediate Supervisor or to the Chief Nursing Officer who will make efforts to rectify the abusive situation.
  - (b) If an act of physical violence against a nurse occurs while carrying out employment duties and is reported, a copy will be forwarded to the Occupational Health & Safety Committee. The Centre will take reasonable steps to protect staff from physical abuse.
  - (c) Incident stress debriefing will be offered within seventy-two (72) hours of being reported for a nurse involved or witnessing an incident involving threats, force or severe verbal abuse. Debriefing will also be offered in incidents of sexual or racial harassment.
  - (d) The Centre, with the nurse's consent, will inform the Association within three (3) days of any nurse who has been assaulted while performing her or his work. Such information shall be submitted, in writing, to the Association as soon as possible.
  - (e) The Centre will consider a request for reimbursement for damages incurred to the nurses' personal property.

DATED at Thunder Bay, Ontario, this 13<sup>th</sup> day of April, 2017.

FOR THE CENTRE

"Trisha Bingham"

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FOR THE ASSOCIATION

"Gurpinder Pal Singh"  
Labour Relations Officer

"Donna Wheal"  
Bargaining Unit President

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## LETTER OF UNDERSTANDING

BETWEEN:

THUNDER BAY REGIONAL HEALTH SCIENCES CENTRE  
(hereinafter referred to as the "Centre")

AND:

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

### RE: ARTICLE 13.05 – INDIVIDUAL SPECIAL CIRCUMSTANCE ARRANGEMENTS

The Centre and the Association agree to implement individual special circumstance arrangements pursuant to Article 13.05 of the Collective Agreement. The Centre and the Association agree that the intention of creating this type of arrangement is primarily to assist registered nurses with identified special circumstances by reducing their full-time hours. The following conditions will apply:

1. The nurse shall make written application to her or his Manager and will include the reason(s) for application.
2. The decision to allow an individual circumstance arrangement will be made in consideration of the personal need of the individual and the service requirements of the Centre.
3. The decision to enter into an agreement shall require the unanimous agreement of the Association, the Centre and the nurse.
4. Individual special circumstance arrangements shall be a minimum of six (6) months' duration. If a change in circumstance occurs, the nurse shall make written application to revert back to her or his 1.0 FTE position ninety (90) days' in advance.
5. The Association and the Centre agree that the additional hours of work created by these positions will be applied to the hours of the unit.
6. In the event that the registered nurse affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately and the full-time position will be posted as required.
7. It is agreed that registered nurses in these positions are not entitled to declare their availability for extra available work.
8. All individual circumstance arrangements will be reviewed on a yearly basis. The renewal of an agreement shall require the unanimous agreement of the Association, the Centre and the nurse.



DATED at Thunder Bay, Ontario, this 13<sup>th</sup> day of April, 2017.

FOR THE CENTRE

"Trisha Bingham"

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FOR THE ASSOCIATION

"Gurpinder Pal Singh"  
Labour Relations Officer

"Donna Wheal"  
Bargaining Unit President

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## LETTER OF UNDERSTANDING

BETWEEN:

THUNDER BAY REGIONAL HEALTH SCIENCES CENTRE  
(hereinafter referred to as the "Centre")

AND:

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

### RE: COMPOSITE POSITION

The parties agree that the following conditions will govern staff employed in the capacity of a nurse in a composite position:

1. A composite position may be scheduled to work on more than one (1) unit.
2. The nurse in a composite position shall be assigned to one (1) unit as her or his home unit for the purposes of vacation, lay-off, recall or any other provision dealing with seniority rights.
3. It is understood that when the Centre deems it necessary a nurse will be scheduled to the alternate unit(s).
4. It is understood postings will be designated as a composite position specifying the home unit and alternate unit(s).

### RE: FLOAT POSITIONS

The parties agree that the following conditions will govern staff employed in the capacity of a nurse in a float position:

1. The nurse in a float position shall be assigned to one (1) unit without a master rotation.
2. It is understood postings will be designated as a part-time or full-time float position.
3. It is understood that schedules will be posted as per Article L.

### RE: FULL-TIME COMPOSITE FLOAT POSITION

The parties agree a full-time composite float position may be required to work on more than one (1) unit without a master rotation. The parties agree that the following will govern staff employed in the capacity of a nurse in a full-time composite float position:

1. A composite float position may be scheduled to work on more than one (1) unit.
2. The nurse in a composite float position shall be assigned to one (1) unit as her or his home unit for the purposes of vacation, lay-off, recall or any other provision dealing with seniority rights.

3. It is understood that when the Centre deems it necessary a nurse will be scheduled to the alternate unit(s).
4. It is understood postings will be designated as a composite float position specifying the home unit and alternate unit(s).
5. Schedules will be posted as per Article L.

RE: PART-TIME COMPOSITE FLOAT POSITION

The parties agree that the following will govern staff employed in the capacity of a nurse in a part-time composite float position:

1. The parties agree to jointly review the composition of the job-posting prior to posting.
2. It is understood that when the Centre deems it necessary a nurse may be assigned to another unit.
3. It is understood that the designated FTE for a part-time composite float position shall vary between a .4 FTE to a .6 FTE as determined by the Centre in accordance with its operational needs.
4. It is understood that for the part-time float the minimal commitment of hours to be scheduled by the Centre shall be based on a .4 FTE. The Centre reserves the right to preschedule a nurse up to a maximum of a .6 FTE.
5. Once the schedule is posted in accordance with Article L.7 of this agreement, additional tours shall be assigned in accordance with Article L.22 of the Local Issues Collective Agreement.
6. The nurse in the float position shall be assigned to one (1) unit as her or his home unit for the purposes of vacation, lay-off, recall or any other provision dealing with seniority rights.

DATED at Thunder Bay, Ontario, this 13<sup>th</sup> day of April, 2017.

FOR THE CENTRE

“Trisha Bingham”

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FOR THE ASSOCIATION

“Gurpinder Pal Singh”  
Labour Relations Officer

“Donna Wheal”  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

BETWEEN:

THUNDER BAY REGIONAL HEALTH SCIENCES CENTRE  
(hereinafter referred to as the "Centre")

AND:

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

RE: TRAVEL TO OTHER COMMUNITIES – CANCER CENTRE

- (a) Excluding the Mobile Screening Coach, a nurse will not be assigned to other communities without her or his consent.
- (b) Nurses who travel to other communities on behalf of the Centre shall be compensated for the following out-of-pocket expenses incurred:
  - (i) mileage at the current rate;
  - (ii) parking;
  - (iii) meals and overnight lodging.
- (c) It is understood and agreed that sleepover time, mealtime and free time shall not be considered as working hours.

DATED at Thunder Bay, Ontario, this 13<sup>th</sup> day of April, 2017.

FOR THE CENTRE

"Trisha Bingham"

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FOR THE ASSOCIATION

"Gurpinder Pal Singh"  
Labour Relations Officer

"Donna Wheal"  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

BETWEEN:

THUNDER BAY REGIONAL HEALTH SCIENCES CENTRE  
(hereinafter referred to as the "Centre")

AND:

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

RE: PREVENTION AND SCREENING – COMPRESSED WORK WEEK – MOBILE SCREENING COACH

The parties agree that the Centre may implement extended tours (compressed work week) for the Mobile Screening Coach, subject to the following terms and conditions:

- (a) When a nurse works extended tours, Articles 13.01, 13.02 and 13.03 of the Collective Agreement shall be modified to provide that:

The normal daily extended tour shall range from 7.5 hours to 11.25 consecutive hours, exclusive of a forty-five (45) minute unpaid meal period.

The normal bi-weekly hours of work for full-time nurses shall be seventy-five (75) hours of work, exclusive of unpaid meal periods.

When a nurse works extended tours, she or he shall be compensated for authorized overtime for daily hours worked in excess of the normal daily tour or in excess of seventy-five (75) hours in the two (2) week pay period.

Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour ranging from thirty (30) to forty-five (45) minutes, in proportion to their tour of duty.

- (b) Introduction

Extended tours shall be introduced into the Mobile Screening Coach when:

- (i) eighty percent (80%) of the nurses in the unit so indicate by secret ballot; and
- (ii) the Centre agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonable or arbitrary manner.

(c) Participation

All full-time and part-time nurses working in the Mobile Screening Coach with extended tours will, as a condition of employment, be required to work on a rotating basis in accordance with the unit's posted schedule.

(d) Schedules

Nurses on compressed work week will not be scheduled to work more than four (4) consecutive days and shall receive every second weekend off. Premiums for time worked on a fifth and subsequent extended tour, or the second consecutive weekend, shall be paid as provided in Article 14.03, save and except where:

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

(e) Shift Alterations

To deal with unusual circumstances which result in a disruption of normal scheduling, the Centre shall have the right to convert to 7.5 hour days as the need arises.

(f) Time Off

It is understood and agreed that, when nurses are required to travel to other communities, sleepover time, mealtime and free time shall not be considered as working hours. The normal tour of duty shall include normal travel time (normal time in transit) to and from other communities.

(g) Discontinuation

It is understood and agreed that, when nurses are required to travel to other communities,

A compressed work week may be discontinued by the Centre because of:

- (i) adverse effects on patient care,
- (ii) inability to provide a workable staffing schedule,
- (iii) where the Centre wishes to do so for other reasons which are neither unreasonable nor arbitrary,

states its intention to discontinue the compressed work week in the schedule.

(h) When notice of discontinuation is given in accordance with paragraph (g) 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 compressed work week will be discontinued, affected nurses shall be given thirty (30) days' notice before the schedules are so amended.
- (i) Upon mutual agreement between the parties, this Letter of Understanding may be further amended to reflect the agreement of the parties.

DATED at Thunder Bay, Ontario, this 13<sup>th</sup> day of April, 2017.

FOR THE CENTRE

"Trisha Bingham"

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FOR THE ASSOCIATION

"Gurpinder Pal Singh"  
Labour Relations Officer

"Donna Wheal"  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

BETWEEN:

THUNDER BAY REGIONAL HEALTH SCIENCES CENTRE  
(hereinafter referred to as the "Centre")

AND:

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

RE: DEFINITION OF AREA OF ASSIGNMENT – CANCER CENTRE

The parties have agreed to the following with regards to the definition of “area of assignment” as referred to in the job-posting and lay-off and recall provisions of the Collective Agreement.

1. Area of assignment is the area in which the nurse normally works, which was awarded under the job-posting provision of the Collective Agreement. It is understood that the areas of assignment will include radiation, systemic, breast screening, clinical trials and combined practice. Where nurses are required to work in more than one area of assignment, the Centre will provide cross-orientation and training.
2. As needs arise due to patient load, clinic cancellations, illness, vacation, leave of absence, etc., nurses may be temporarily reassigned to other areas of assignment.
3. It is recognized that within the primary care area of assignment there are several disease sites and nurses may be reassigned to different disease sites.

If a vacancy occurs under #1 above, then the posting provisions of the Collective Agreement shall apply. Under #2 above – if at any time a nurse is assigned to work on a temporary basis by the Centre, they are required to do so.

It is understood that under the Standards of Practice of the College of Nurses of Ontario, nurses are required to notify the Centre if they are unable to perform the work assigned and that the Collective Agreement identifies the provisions for orientation.

DATED at Thunder Bay, Ontario, this 13<sup>th</sup> day of April, 2017.

FOR THE CENTRE

“Trisha Bingham”

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FOR THE ASSOCIATION

“Gurpinder Pal Singh”  
Labour Relations Officer  
“Donna Wheal”  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

BETWEEN:

THUNDER BAY REGIONAL HEALTH SCIENCES CENTRE  
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AND:

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

RE: SEXUAL ASSAULT/DOMESTIC VIOLENCE TREATMENT CENTRE (SADVTC) CASUAL R.N.'s

WHEREAS, the SADVTC employs casual R.N.'s to work on an on call basis and who require specialized training, the parties agree for retention purposes, that an R.N. who has been trained to work in SADVTC may hold a regular full-time or part-time position in addition to their casual assignment with SADVTC, on the following basis:

1. R.N.'s in SADVTC work on a standby/on call basis and are paid standby premium in accordance with Article 14.07 and if called in are paid overtime (1.5x) for a minimum of four (4) hours as per Article 14.06.
2. Hours worked for SADVTC will not trigger premium pay for hours worked in their home department.

DATED at Thunder Bay, Ontario, this 13<sup>th</sup> day of April, 2017.

FOR THE CENTRE

FOR THE ASSOCIATION

"Trisha Bingham"

"Gurpinder Pal Singh"  
Labour Relations Officer

\_\_\_\_\_

"Donna Wheal"  
Bargaining Unit President

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## LETTER OF UNDERSTANDING

BETWEEN:

THUNDER BAY REGIONAL HEALTH SCIENCES CENTRE  
(hereinafter referred to as the "Centre")

AND:

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

RE: INNOVATIVE SCHEDULING

### Introduction and Discontinuation of Innovative Schedules

If the Centre and the Association agree to Innovative Unit Scheduling pursuant to Article 13.03 of the Central Collective Agreement, the following conditions will apply:

(a) Implementation

- (i) When eighty percent (80%) of the nurses affected by the Innovative Schedule on a unit indicate by secret ballot their willingness to participate in a master schedule that accommodates the Innovative Schedule, the Association and the Centre will meet forthwith to arrange for such a trial.

The secret ballot will be conducted solely by the Association and the Association will post the results and provide to the Centre.

- (ii) The resulting Innovative Schedule will be posted on the unit and filled by seniority from amongst the nurses on the unit. If a new position is created, it will be filled in accordance with Article 10.06 (a). The filling of such positions will not result in the lay-off or loss of hours of work of any full-time or regular part-time nurse.
- (iii) A trial of the Innovative Schedule will run for an eight (8) month period agreed upon by the parties. During the four (4) months of the trial period, the Centre will post a meeting notice and provide available meeting room space to allow the unit to meet and solicit feedback on the trial. Two (2) unit nurses may be selected to represent the unit nurses.
- (iv) After the four (4) months of the trial, the Centre and the Association will meet to evaluate the trial period and to make recommendations to improve the schedules, if needed. The meeting will be posted in the affected unit and the unit nurse representatives may voluntarily attend or provide solicited feedback to the parties.

- (v) A further vote will be conducted on the unit at six and one-half (6 ½) months. Where at least eighty percent (80%) of the nurses affected on the unit indicate their willingness to continue with the Innovative Scheduling, the arrangement will continue.
- (vi) Nurses will only be permitted to re-vote after twelve (12) months has passed from the date of the last vote and additional rotational lines can be added at the time of the re-vote.

(b) Discontinuation

- (i) Either party may discontinue the Innovative Schedule with ninety (90) days' notice. Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation.

It is understood that such discontinuation shall not be unreasonable or arbitrary.

- (ii) Should the Innovative Schedule be discontinued, the Centre will make every reasonable effort to return the nurse back to her or his previous position and master rotation. Where this is not possible, the Centre will provide a new schedule at the discontinuation meeting.

DATED at Thunder Bay, Ontario, this 13<sup>th</sup> day of April, 2017.

FOR THE CENTRE

"Trisha Bingham"

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FOR THE ASSOCIATION

"Gurpinder Pal Singh"  
Labour Relations Officer

"Donna Wheal"  
Bargaining Unit President

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THUNDER BAY REGIONAL HEALTH SCIENCES CENTRE  
(hereinafter referred to as the "Centre")

AND:

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

RE: NURSE PRACTITIONER/R.N.E.C. (REGISTERED NURSE EXTENDED CLASS)

The parties agree, without prejudice, that the Collective Agreement applies except as modified in the Letter of Understanding:

1. Nurse Practitioner/R.N.E.C. will be compensated on regular hours worked (e.g., full-time equals 1,950.00 hours per year).
2. Due to the nature of the work of the Nurse Practitioner/R.N.E.C. there will be flexible scheduling of hours in accordance with her or his workload. The Nurse Practitioner/R.N.E.C. will adjust her or his schedule to compensate for the variations in that load. Such flexible schedule will not result in premium pay under the scheduling provisions contained in the Central and Local Collective Agreements.
3. The Nurse Practitioner/R.N.E.C. who works in excess of seventy-five (75) hours bi-weekly shall have the option of electing payment at the applicable premium rate. Hours worked in excess of seventy-five (75) hours bi-weekly may also be taken as time in lieu at the rate of time and one-half at a time mutually agreeable to the Nurse Practitioner/R.N.E.C. and her or his Manager. Article O.1 of the Local Collective Agreement applies.

DATED at Thunder Bay, Ontario, this 13<sup>th</sup> day of April, 2017.

FOR THE CENTRE

FOR THE ASSOCIATION

"Trisha Bingham"

"Gurpinder Pal Singh"  
Labour Relations Officer

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"Donna Wheal"  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

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THUNDER BAY REGIONAL HEALTH SCIENCES CENTRE  
(hereinafter referred to as the "Centre")

AND:

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

RE: .5 FTE HOME HEMODIALYSIS POSITIONS

1. Nurses who travel to other communities on behalf of the Centre shall be compensated for the following out-of-pocket expenses incurred:
  - (a) Mileage at the current rate.
  - (b) Parking.
  - (c) Meals and overnight lodging.
2. It is understood and agreed that sleepover time, mealtime and free time shall not be considered as working hours.
3. Where a nurse receives a "work" telephone call while on standby she or he shall be paid premium pay for the actual time of the call(s) to the next increment of one-quarter (1/4) hour.
4. Due to the nature of the work, there will be flexible scheduling of hours in accordance with her or his workload. Such flexible schedule shall not result in premium pay under the scheduling regulations contained in the Central and Local Collective Agreements.
5. Should the nurse work in excess of seventy-five (75) hours bi-weekly, they shall have the option of electing payment at the applicable premium rate. Hours worked in excess of seventy-five (75) hours bi-weekly may also be taken as time in lieu at the rate of time and one-half at a time mutually agreeable to the nurse and her or his Manager. Article O.1 of the Local Collective Agreement applies.
6. It is understood that in order to maintain the FTE requirement of the position, the nurses may be required to work in other areas of Renal services.

DATED at Thunder Bay, Ontario, this 13<sup>th</sup> day of April, 2017.

FOR THE CENTRE

"Trisha Bingham"

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FOR THE ASSOCIATION

"Gurpinder Pal Singh"  
Labour Relations Officer  
"Donna Wheal"  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

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THUNDER BAY REGIONAL HEALTH SCIENCES CENTRE  
(hereinafter referred to as the "Centre")

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

RE: ARTICLE L.24 – DISTRIBUTION OF PART-TIME AVAILABLE TOURS

The parties acknowledge:

- (a) The joint responsibility to create a work environment supportive of each individuals work/life balance.
- (b) That scheduling is a major contributor to employee satisfaction.
- (c) That the Employer and employees will benefit from an efficient and effective process that balances the Employer's staffing needs and employees satisfaction.

Process

Once the unit schedules have been developed and all part-time are scheduled up to their FTE:

- (a) Each posting date in accordance with Article L.7 (a), a list of additional tours from a unit's new posted schedule will be offered to part-time and casual nurses on the unit, via the Centre's e-mail system. A tour contained in this e-mail will be deemed to be offered. Nurses will have until the Sunday following at 2330 to reply and indicate the tours for which they are available using the Centre's e-mail system. An automatic reply will be sent to the nurse indicating that the e-mail was successfully received. If auto response is not received, it is the nurse's responsibility to follow-up.

NOTE: The reply to indicate availability must include the tours the nurse is requesting to work in order of preference and indicate the maximum number of tours the nurse is willing to pick-up if less than a 1.0 FTE.

- (b) From the e-mail responses received, selected tours will be assigned to part-time nurses by seniority and then to casual nurses by seniority. The original posted schedule will be used to determine approval of the requests. The nurses approved requests will be posted on StaffRight by the Wednesday of the following week.
- (c) The nurse must report for all additional posted tours unless arrangements satisfactory to the Centre are made.

- (d) Nurses can submit requests for scheduling changes. To ensure schedules are not altered during the selection period, scheduling changes will not be permitted to be made in StaffRight until this process is complete. Such changes must be held until Staffing is able to update StaffRight.

The parties agree that for the purposes of this Letter of Understanding, Article L.24 (a) (ii) (2), a tour will be deemed to be offered:

- (a) Original needs – one (1) week after the posting date of the schedule.
- (b) Incidental needs – whenever a call is placed.

DATED at Thunder Bay, Ontario, this 13<sup>th</sup> day of April, 2017.

FOR THE CENTRE

“Trisha Bingham”

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FOR THE ASSOCIATION

“Gurpinder Pal Singh”  
Labour Relations Officer

“Donna Wheal”  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

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

RE: FLEX TIME – MONDAY TO FRIDAY UNITS

Due to the nature of the work in the clinical areas of Thunder Bay Regional Health Sciences Centre, flexible scheduling that will not result in premium pay under the scheduling provisions contained in the Central and Local Collective Agreements can be arranged between the nurse and the Unit Manager.

Flexible schedule is defined where the nurse requests to move hours from one (1) day to another within the same pay period to either facilitate patient care needs and/or quality of life needs. Nurses shall be allowed flexible scheduling provided it does not impact quality care. Nurses requesting to flex hours shall record the hours flexed with the Unit Manager and notify the Unit Manager of the expected use of the flexed hours. Requests to schedule flex time shall not be unreasonably denied.

The parties agree the flexed hours have no cash value and will not be paid out at any time. Inability to schedule flexed hours off during the accumulative pay period will not result in premium pay. Any hours not utilized within the pay period must be scheduled off by mutual agreement of the nurse and the Unit Manager within ninety (90) days of the accumulation.

The Centre agrees to provide the Association with ninety (90) days' written notice of any discontinuation of flexible hours on a specific unit. The parties will meet to discuss the discontinuation within two (2) weeks of receipt of notice of discontinuation. It is understood and agreed that management has the right to cancel flexible hours if in its opinion it is not seen as effective or efficient. The Centre will discuss with the Association any such reasons for cancellation.

DATED at Thunder Bay, Ontario, this 13<sup>th</sup> day of April, 2017.

FOR THE CENTRE

"Trisha Bingham"

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FOR THE ASSOCIATION

"Gurpinder Pal Singh"  
Labour Relations Officer  
"Donna Wheal"  
Bargaining Unit President

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AND:

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

RE: ASSERTIVE COMMUNITY TREATMENT TEAM (ACT)

Nurses employed on the ACT Team who are required to provide professional services over the telephone while on standby (without returning to the Centre) shall be entitled to a minimum of fifteen (15) minutes pay for all calls received at time and one-half times her or his regular straight time hourly rate, or equivalent time in lieu, per call, regardless of the duration of the call. Any additional time spent on the call over and above the initial minimum time shall be compensated at the same rate but in minimum fifteen (15) minute increments.

Nurses will complete a record of calls on a form following the period of the call. A call received during a period of which one of the aforesaid minimums is payable as a result of an earlier call will be treated for these purposes as a contribution of that earlier call.

DATED at Thunder Bay, Ontario, this 13<sup>th</sup> day of April, 2017.

FOR THE CENTRE

"Trisha Bingham"

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FOR THE ASSOCIATION

"Gurpinder Pal Singh"  
Labour Relations Officer

"Donna Wheal"  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

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THUNDER BAY REGIONAL HEALTH SCIENCES CENTRE  
(hereinafter referred to as the "Centre")

AND:

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

RE: NURSING RESOURCE TEAM (NRT)

1. It is agreed that the NRT will be considered a separate unit under the Collective Agreement whose purpose is to provide short and long-term temporary coverage for nursing units and programs.
2. NRT positions, including full-time, regular part-time and casual, will be subject to the terms of the Collective Agreement, including the posting provisions of Article 10.07 (a).
3. Temporary full-time vacancies due to sick leave absences, vacation leaves of absence and pregnancy/parental leaves may be filled from the NRT prior to offering temporary assignments under Article 10.07 (d). Where the NRT nurses are filling these temporary vacancies, the replacements shall be clearly indicated on the schedule for the unit.
4. The NRT may be used to fill additional shifts that become available, after the schedule is posted, but only after the Employer has endeavoured to offer the available shift(s) to the regular part-time nurses on the unit in accordance with Article L.24.
5. Permanent full-time and regular part-time vacancies arising on a given unit at the Centre, which the Centre requires to be filled on an ongoing basis, will be posted and filled in accordance with the requirements of the Collective Agreement. Vacant positions will not be permanently filled by a nurse assigned to the NRT. Nothing in this paragraph changes any right the Centre may otherwise have to eliminate positions at their discretion.
6. The parties agree to discuss amendments to this Letter of Understanding which may arise from the use of the NRT.

DATED at Thunder Bay, Ontario, this 13<sup>th</sup> day of April, 2017.

FOR THE CENTRE

"Trisha Bingham"

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FOR THE ASSOCIATION

"Gurpinder Pal Singh"  
Labour Relations Officer  
"Donna Wheal"  
Bargaining Unit President

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