

COLLECTIVE AGREEMENT

BETWEEN:

UXBRIDGE COTTAGE HOSPITAL
(Site of Markham Stouffville Hospital)
(hereinafter referred to as the "Employer")

AND:

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

COMBINED

Expiry Date: March 31, 2020

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

	Effective <u>April 1, 2018</u> Hourly	Effective <u>April 1, 2019</u> Hourly
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

CLASSIFICATION - FACILITATING NURSE

	Effective <u>April 1, 2018</u> Hourly	Effective <u>April 1, 2019</u> Hourly
Level 1	\$29.99	\$30.52

CLASSIFICATION - FACILITATING NURSE

	Effective <u>April 1, 2018</u> Hourly	Effective <u>April 1, 2019</u> Hourly
Start	\$34.41	\$35.01
1 Year	\$34.53	\$35.13
2 Years	\$35.08	\$35.70
3 Years	\$36.72	\$37.36
4 Years	\$38.38	\$39.05
5 Years	\$40.44	\$41.15
6 Years	\$42.52	\$43.26
7 Years	\$44.62	\$45.40
8 Years	\$47.66	\$48.49
25 Years	\$48.47	\$49.32

APPENDIX 4 – SUPERIOR CONDITIONS**PREPARATION ALLOWANCE**

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

Full Time

Special Clinical Course, 3 or more months \$4.60 bi/w
(\$10.00 mo)

Course in Nursing Unit Administration (C.H.A.) (C.N.A.) \$6.90 bi/w
(\$15.00 mo)

A University Certificate or Diploma in Nursing \$18.41 bi/w
(\$40.00 mo)

A Baccalaureate Degree \$36.82 bi/w
(\$80.00 mo)

Part Time

Special Clinical Course, 3 or more months \$0.06 per hour *

Course in Nursing Unit Administration (C.H.A.)(C.N.A.) \$0.09 per hour *

A University Certificate or Diploma in Nursing \$0.25 per hour *

A Baccalaureate Degree \$0.49 per hour *

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

ARTICLE A – RECOGNITION

- A.01 The Employer recognizes the Union as the exclusive bargaining agent of all full-time and part-time registered and graduate nurses employed in a nursing capacity (including Diabetic Educator) by the Uxbridge Cottage Hospital site of Markham Stouffville Hospital, save and except Infection Control Practitioner, Clinical Nurse Specialist, Occupational Health, Clinical Managers and persons above the rank of Clinical Manager.

ARTICLE B – MANAGEMENT RIGHTS

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

ARTICLE C – UNION SECURITY

C.01 Union Interview Period

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

C.02 Nurse Representatives

One (1) representative from each nursing unit. Any representative may act temporarily on behalf of another unit representative who is absent.

C.03 Negotiating Committee

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

C.04 Grievance Committee

Not more than 2 (two) nurses representing both full-time and part-time nurses.

C.05 Hospital-Association Committee

Up to three (3) representatives of each of the parties. The number of Employer representatives shall not normally exceed the number of Union representatives.

C.06 Redeployment Committee

The Employer will recognize a Redeployment Committee whose function shall be to identify possible options to layoffs and/or methods of reducing the impact of layoffs. Representatives of the committee will meet with all affected nurses individually whenever a layoff or other reduction in staffing is to occur. The Committee will outline the various options available to each individual nurse in accordance with the Collective Agreement.

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

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

C.07 Nursing Practice Committee

The Union shall have one (1) representative elected or appointed to the Nursing Practice Committee. This Committee shall carry out the duties and responsibilities as per Article 9.02 of the central collective agreement.

C.08 Union Leave

Such leaves will be requested with as much advance notice as possible and shall not interfere with the efficient operation of the Employer.

C.09 Local Coordinator Leave

The Hospital agrees to grant leave of absence, without pay, to no more than one (1) nurse elected to the position of Local Coordinator. Subject to reasonable notice, it is understood and agreed that a Local Coordinator shall be granted such leave as she/he may require fulfilling the duties of the position. Granting of such leave shall be subject to the operational requirements of the Hospital. It is agreed that requests for such leave shall not be unreasonably denied.

C.10 A list of all representatives of the Union will be posted on all units.

C.11 The Employer will provide the Local Bargaining Unit President with access to a fax machine, voicemail and a mail slot in the mailroom at the Hospital.

C.12 The Hospital will pay the Bargaining Unit President or designate her/his regular straight time hourly rate for all time spent attending meetings with the Hospital outside his/her regularly scheduled hours when the Hospital specifically requests his/her attendance. The Bargaining Unit President or designate may choose to take this time off in lieu at a mutually agreeable time.

ARTICLE D – SCHEDULING**D.01 Scheduling Sub-Committee of HAC**

The Scheduling Sub-Committee will be comprised of two (2) Union and two (2) Employer Representatives.

Purpose:

- (a) to act in an advisory capacity and assist in resolution of scheduling concerns;
- (b) to assist with unit schedules and Christmas scheduling;
- (c) to review all new master schedules and ensure compliance with the Collective Agreement;
- (d) to review the possibility of part-time master schedules;
- (e) to improve the job satisfaction of full-time and regular part-time nurses in relation to scheduling issues.

D.02 (a) New Master Schedules

- (i) Proposed new master schedules to commence or discontinue extended tours, weekend worker schedules or self-scheduling will be developed by management jointly with nurses from the unit and shall be reviewed by the scheduling sub-committee of HAC prior to implementation.
- (ii) A new master schedule will be introduced to a unit when it has been determined to meet the needs of the unit and the following procedure has been complied with:
 - a. Eighty percent (80%) of the nurses in the unit so indicate by secret ballot; and
 - b. The Employer agrees to implement the new master schedule. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (iii) An initial test period shall run for six (6) months after which the nurses will indicate by eighty percent (80%) vote, by secret ballot, their willingness to continue, with the agreement of the Clinical Manager.
- (iv) A new master schedule implemented in accordance with the above may be discontinued when:
 - a. Fifty-one percent (51%) of the nurses on the unit so indicate by secret ballot; or

- b. The Employer because of:
 - 1) Adverse effects on patient care, or
 - 2) Inability to provide a workable schedule, or
 - 3) Where the Employer wishes to do so for other reasons, which are neither unreasonable nor arbitrary, and states its intention to discontinue the new schedule.

- (v) When notice of discontinuation is given by either party in accordance with the above, then:
 - a. The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - b. Where it is determined that the new schedule will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

- (vi) In units of less than ten (10) nurses a seventy-five percent (75%) and fifty percent (50%) rule will apply.

- (vii) Where two (2) part-time nurses share a full-time position in a job sharing arrangement, the regular part-time nurses in the job sharing arrangement will be entitled to one (1) vote.

- (b) Amended Master Schedules
 - (i) Where a master schedule is amended due to a permanent long term layoff, or the addition of new full-time or regular part-time positions, the employees on the unit will be provided with sixty (60) days notice that the master schedule may be amended.
 - (ii) Where a master rotation is changed pursuant to the above, individual schedule rotations will be awarded on the basis of seniority, considering a balanced skill mix (novice to expert) (experience and knowledge) of the registered nurses.
 - (iii) Where the Master Schedule contains a job sharing arrangement, the seniority of the two (2) regular part-time nurses sharing the full-time position will be added together and divided by two (2) to determine the seniority to be used for awarding the individual schedule.
 - (iv) Where feasible, alternative schedules to implement an amended master schedule will be presented for consideration and will be submitted to vote by the nurses on the unit by secret ballot.
 - (v) Individual lines on a master rotation shall not be changed without prior discussion between the employee affected and her or his immediate supervisor.

- (c) Schedules shall be posted three (3) weeks in advance and shall cover a six (6) week period.
- (d) Requests for specific shifts, days off or other scheduling requests shall be made in writing at least six (6) weeks prior to the posting of the schedules. Once a schedule is posted, other scheduling changes should be requested in writing two (2) weeks prior to the date in question whenever possible. Requests with shorter notice may be considered. Such requests shall not be unreasonably denied.
- (e) There will be no split shifts.
- (f) All Unit Master Schedules will be filed for review of the Scheduling Sub-Committee once every twelve (12) months and will be posted on the appropriate unit.

D.03

Shift Work

- (a) The first shift of the day shall be the day shift.
- (b) A nurse will not be scheduled to work more than two (2) shifts (days/evenings or days/nights) but may mutually agree otherwise.
- (c) Notwithstanding the above, a nurse may request to work a permanent evening or night shift. Such requests may be granted, but only for such period as is practicable. Where a nurse is working a permanent evening or night shift, the Hospital may alter the assignment to work the day or evening shift for the purposes of orientation or evaluation. The Hospital will meet with the Union and Employee to discuss the alteration of the assignment and to mutually agree upon the appropriate timeframe.
- (d) Day shift is when the majority of hours fall between 0700 to 1500 hours.
- (e) Evening shift is when the majority of hours fall between 1500 to 2300 hours.
- (f) Night shift is when the majority of hours fall between 2300 to 0700 hours.
- (g) The Employer can post a position that is for a permanent shift.
- (h) Full-time nurses who rotate through different shifts shall work a minimum of 50% on the day shift. However, where this is not possible, it will be referred to the Scheduling Sub-Committee for resolution.
- (i) A nurse will not be scheduled to change shift more than once per week unless otherwise agreed to.

D.04

Full-time and Part-time

- (a) Not more than seven (7) consecutive days of work will be scheduled without the nurse's consent. Where the Employer requires a nurse to work an eighth (8th) consecutive shift, premium shall be paid for the eighth (8th) and subsequent consecutive shift(s) until a day off has been scheduled. (7.5 hour tours or less only).

- (b) In any two (2) week period within the schedule, at least two (2) consecutive days off will be scheduled. Split days off will be kept to a minimum. (7.5 hours & extended tours).
- (c) There shall be no less than sixteen (16) hours (two shifts) off between shift changes or this will trigger premium payments as per Article 13 & 14. (7.5 hour. shifts only).
- (d) There shall be a minimum of forty-eight (48) hours off following the night shift rotation, unless mutually agreed. (All tours). For clarity, this applies when changing shifts from nights to days.
- (e) A mutual change of a scheduled shift shall be requested in writing by a nurse and co-signed by a suitable exchange nurse and submitted for approval by the Employer. The exchange of shifts between nurses shall not result in overtime or other additional compensation not otherwise payable. The Employer shall not be held liable for any violation of the collective agreement arising out of the mutual exchange of shifts between nurses. (7.5 hours & extended tours).
- (f) The Employer shall endeavour to schedule continuing education and in-service to nurses on all shifts. (7.5 hours & extended tours).
- (g) Where a nurse chooses equivalent time off, such time off must be taken within sixty (60) days of the accumulation. These will be scheduled days off at a mutually agreed time between the nurse and the Employer. If not taken, the lieu time owing will be paid out to the nurse at premium time as per Article 14.03. (7.5 hours & extended tours).
- (h) The current practice with respect to a rest period during each half shift will be continued.

D.05

Weekends (7.5 hour Shifts)

- (a) A weekend shall be Saturday and Sunday plus at least one (1) shift off at the start or end of the weekend (56 consecutive hours).
- (b) At least three (3) weekends off in six (6) will normally be scheduled. If a nurse is required to work a third consecutive and subsequent weekend, she will receive premium payment as defined in the Central Agreement for all hours worked on that weekend for hours between 2300 hours Friday to 2300 hours Sunday and subsequent weekends, until a weekend is scheduled off, save and except where:
 - i) Such weekend has been worked by a nurse to satisfy specific days off requested by such nurse; or
 - ii) Such nurse has requested weekend work only; or
 - iii) Such weekend is worked as a result of an exchange of shifts with another nurse.
- (c) For the nurse who is hired for permanent weekends, if requested to work during the week, premium pay will be triggered.

- (d) Notwithstanding the first sentence of this paragraph, the weekend for all nurses assigned to the night shift shall commence Friday night.

D.06

Christmas Scheduling

- (a) A nurse will be scheduled off work for not less than five (5) consecutive days* either at the Christmas or New Year's Season except where nurses are not normally required to work on weekends and paid holidays. (* five (5) days for extended tours.)
- (b) Scheduled, consecutive days off at Christmas will include the 24th, 25th and the 26th of December; consecutive days off at New Year's will include the 31st of December and the 1st of January. Consideration will be given to the nurses in each area as to which of these two holidays they prefer off.
- (c) No nurse will be scheduled to work both holidays unless requested by the nurse.
- (d) No nurse will be scheduled to work two Christmas' or New Year's consecutively unless requested by the nurse.
- (e) The normal scheduling conditions may be waived** to accommodate the special scheduling arrangements between December 15 and January 10.

** CLARITY NOTE: The waiving of the normal scheduling conditions must be reasonable and can be subject to a grievance.

D.07

(a) Regular Part-time Commitment

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

- i) to be available to work if required fifty-two (52) weeks per year minus their individual vacation entitlement and approved leave of absence;
- ii) to regularly rotate on at least two (2) shifts and work extended tours as required where extended tours are established;
- iii) to be prescheduled for work if the work is available for forty-five (45) hours per pay period (six 7.5 hour tours or 4 extended tours or any other combination);
- iv) to be available to work Christmas or New Years as per Article D.06;
- v) to be prescheduled as required to work fifty (50) percent of the remaining paid holidays except when the Unit does not work paid holidays; and
- vi) to be prescheduled as required to work fifty (50) percent of the weekends except when the Unit does not work weekends

(b) Casual Part-time

- i) Casual nurses will declare their availability for work on specified days for the next four (4) week period.
- ii) A casual part-time nurse who declares them self available for work shall notify the Employer as soon as a change in circumstances becomes known.
- iii) Casual nurses will not be called or scheduled to work until all available hours have been offered to available part-time nurses who do not incur a premium.

(c) Part-Time Scheduling

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

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

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

(d) After the Schedule Has Been Posted

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

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

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

- i) Regular part-time nurses including job sharers by seniority*, up to seventy-five (75) hours per pay period;

* By seniority shall mean that the most senior available regular part-time nurse shall be assigned additional shifts before a more junior nurse is called.

- ii) Casual part-time staff on the basis of seniority and written availability;
- iii) Nurses for whom premium (1.5x) rates would apply (subject to viii below);

- iv) Cancelled shifts will be in reverse order of the above process. Those on premium rates will be cancelled first;
 - v) A tour will be deemed to be offered whenever a call is placed;
 - vi) It is understood that a reasonable period of time will be provided to the nurse to respond to the message left with respect to an offer of a tour, except in the case of (vii) below;
 - vii) For tours that start within forty-eight (48) hours, the Hospital will fill the tour with the first nurse who accepts the whole shift.
 - viii) Failure to make contact with a nurse will result in the offer of the extra tour being made to the next senior nurse able to perform the duties who has indicated her/his availability. Conversely, an attempt to contact for the purposes of shift cancellation will occur in reverse order of seniority;
 - ix) It is understood that the Employer will not be required to offer tours which would result in overtime premium pay;
 - x) When a nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Employer are made.
- (f) All Regular and Casual Part-Time nurses can make themselves available for casual shifts in other units if qualified to perform the work, but will not be called until staff assigned to the unit have been given first opportunity.
 - (g) When a Regular Part-Time Nurse has a shift cancelled and a need arises whereby the Employer intends to call in a nurse for the same shift that has been cancelled, the Employer will offer the call in shift to the nurse who had the shift cancelled.
 - (h) It is agreed that an employee's indication of availability for additional shifts under this provision does not waive the employee's right to premium payment that may be applicable.

D.08

Part-Time Four-Hour Tours

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

- (a) A part-time nurse will not be scheduled solely for four-hour tours unless mutually agreed otherwise.
- (b) Four-hour shifts will consist of 3.75 hours plus a fifteen (15) minute paid break in accordance with Article 13.01 (b).
- (c) The Employer will endeavour to keep the number of four (4) hour shifts to a minimum.
- (d) There shall be an equitable distribution of scheduled tours among those part-time nurses, who make themselves available, in each unit.

- (e) For nurses working tours of duty of less than 7.5 hours, no more than seven (7) four-hour shifts in a row shall be scheduled before a day off is scheduled. If the nurse is required to work an eighth (8th) consecutive and subsequent tour then she/he will receive premium pay for each tour worked until a day off is scheduled.

D.09 Scheduling Provisions for Extended Tours

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

- (a) Not more than three (3) consecutive extended tours shall be scheduled, unless mutually agreeable between employer and nurse. When the Employer requires a nurse to work a fourth (4th) consecutive shift, premium pay shall be paid for the fourth (4th) and subsequent consecutive shifts until a day off has been scheduled.

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

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

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

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

- (g) When less than eighty percent (80%) of the nursing staff in a particular nursing unit vote as outlined in Article D.02 in favour of extended tours by secret ballot, the Union may approach the Employer and ask them to consider the implementation of the combination of extended tour and short tours in a particular nursing unit. The parties must meet to discuss the implementation of combination schedules.
- (h) Nurses who work schedules where 7.5 hour tours and 11.25 hour tours are combined shall not be scheduled to work consecutive tours of more than:
 - (a) Two (2) – 11.25 hour tours and two (2) 7.5 hour tours, or
 - (b) Three (3) – 7.5 hour tours and one (1) 11.25 hour tour.

D.10 Scheduling Provisions for 10-hour Tours

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

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

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

- i) Such weekend has been worked by a nurse to satisfy specific days off requested by such nurse; or
 - ii) Such nurse has requested weekend work only; or
 - iii) Such weekend is worked as a result of an exchange of shifts with another nurse.
- (d) Nurses shall not be scheduled to work more than four (4) consecutive 9.375 hour tours. Should a nurse work more than four (4) consecutive 9.375 hour tours, she shall be paid in accordance with Article 14.03 for all hours worked on the fifth (5th) and subsequent 9.375 hour tours until time off is scheduled.
 - (e) Overtime is Subject to Article 14.

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

D.11

Self-Scheduling

- (a) Self-Scheduling may be introduced and/or discontinued into any unit for a specific period of time (Christmas or summer) on the same basis as the introduction/discontinuation of new master schedules in accordance with D.02.
- (b) Unit specific scheduling guidelines will reflect scheduling provisions in the collective agreement and will be developed collaboratively by the Management and the nurse subject to approval by the Employer and the Union.
- (c) Self-scheduling is viewed by the Employer as scheduling by nurses in order to promote more flexible schedules that meet the needs of the nurses and the patient care needs of the unit. Self-scheduling should not result in additional costs to the Employer.

D.12

Scheduling Standby

- (a)
 - i) Standby/On call will be utilized in those units presently using such measures. The Union will be notified of any units that are commencing standby/on call.
 - ii) Guidelines will be developed by each unit to determine the appropriate utilization of on call staff.
 - iii) Nurse standby assignments shall be posted at the same time as the tours of duty schedules. Nurses shall be permitted to exchange their standby assignments with another qualified nurse provided that such exchange does not result in a premium pay requirement which otherwise would not be payable.
 - iv) The Employer agrees that standby will be distributed on an equitable basis among the qualified nurses who normally perform the work.
 - v) A full-time nurse except for those on units where weekend work is not normally scheduled will not be scheduled for standby on a scheduled day off or weekend off unless mutually agreed between the nurse and the Employer.
 - vi) The nurse will not be scheduled for standby for more than two (2) consecutive weekends, unless mutually agreed.
- (b) A nurse who is called in shall be paid in accordance with Article 14.06 and will be permitted leave with pay for that part of his/her next shift to allow a minimum of twelve (12) hours between the end of the overtime assignment and the commencement of work on the regularly scheduled shift.
- (c) Should the nurse not wish to work any remaining hours in the shift referred to in Paragraph D.12(b), she shall be granted time off without pay, or she may choose to use lieu time for those remaining hours, if mutually agreeable.

- (d) Should a nurse notify the In Charge nurse or the Unit Manager, that he or she wishes to be relieved after sixteen (16) hours of work, the Employer shall make every reasonable effort to relieve that nurse from duty.
- (e) A nurse who is required to travel to the site or return to his or her home, as a result of being called, shall receive paid transportation which shall be paid by the Employer, either by taxi or by the nurse's vehicle pursuant to Article 14.13 of the Collective Agreement.
- (f) A nurse assigned to standby shall not be assigned to take call for more than five (5) consecutive days, unless mutually agreed.
- (g) Nurses on standby will be provided with pagers.
- (h) The Employer will make available a sleep/rest area for nurses scheduled for standby.

D.13 Temporary Full Time Positions

The Employer agrees that full-time nurses may apply for temporary full-time vacancies in accordance with Article 10.07 (d). If such a temporary full-time vacancy is to be filled, the usual selection criteria will be in accordance with Article 10.07 (c).

D.14 Reassignment

When it is necessary to reassign staff from one unit to another, the reassignment will first be offered on a voluntary basis, subject to maintaining operational requirements and provided the nurse is qualified to perform the work in question. If there are no such volunteers, the float nurse, if available, will be assigned. Should this not be operationally feasible or if such nurse is not qualified, nurses will be assigned in the reverse order of seniority provided such nurses are qualified to perform the work in question.

It is understood that part-time nurses will float prior to a full-time nurse being assigned to float off the unit, provided the nurse is qualified to do the job.

D.15 Special Circumstance Scheduling

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

D.16 Unit Weekend Schedule

(a) Introduction

- i) Unit Weekend Schedules may be introduced in accordance with the procedure outlined in Article D.02.
- ii) A Scheduling Sub-Committee of HAC will be struck with the mandate of reviewing the schedules and evaluating the Unit Weekend Schedule trial period.

(b) Discontinuation

- i) Unit Weekend Schedules may be discontinued in accordance with the procedure outlined in Article D.02.
- ii) Should the Weekend Schedule be discontinued, every reasonable effort shall be made to allow the nurses in these positions to return to their previous positions and to revert to the previous master rotation.

(c) Filling of Unit Weekend Schedule Positions

- i) When an individual nurse makes a request for a Weekend Schedule, such request shall be made to the Clinical Manager, or designate, with a copy to the sub-committee. The sub-committee will assess all such requests to determine the feasibility and impact on the existing schedules. If the request is feasible, has no negative impact on existing schedules and with the approval of the Clinical Manager, or designate, such nurse will be permitted to begin the Weekend Schedule without the necessity of a vote. The Clinical Manager, or designate, approval shall not be unreasonably withheld.
- ii) Provided the requirements of paragraph (a) have been met, those positions required to accommodate a Unit Weekend Schedule will be posted on the Unit and filled by seniority from the full-time nurses on the Unit, who are qualified to perform the work in question. If the Weekend Schedule position to be filled is from a vacancy, it will be posted and filled in accordance with Article 10.07(a). The relevant conditions of the Weekend Worker will be documented on the Personnel/Payroll Action Form (PAF). The filling of such positions will not result in the layoff or loss of hours of work of any full-time or regular part-time nurse.
- iii) Nurses holding Weekend Schedule positions who want to relinquish their Weekend Schedule positions must provide at least sixty (60) days notice. Such positions will be posted in accordance with the preceding paragraph 2 and, if there are no successful applicants, the Weekend Schedule will be discontinued.

(d) Miscellaneousi) Averaging of Hours

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

ii) The Consecutive Weekend Language

Does not apply.

iii) Paid Holiday Bank and Vacation Bank

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

D.17 Full-time Float Nurse Positions(a) Definition

A full-time Float Nurse is a Registered Nurse who works full-time hours between more than one (1) unit.

(b) Job Posting

The posting will clearly indicate the units, programs or sites where the Float Nurse will be assigned. If the posting is to temporarily fill MLOA's, LTD vacancies, etc., such conditions and the expected duration of such assignment will also be clearly indicated. All postings will be in accordance with Article 10.07 and the relevant conditions of the Float Nurse position will be documented on the Personnel/Payroll Action Form (PAF).

(c) Guidelines

- i) The full-time Float Nurse will have a "home unit" for the purposes of seniority and service related matters (ie: vacations, layoffs, bumping, etc.).
- ii) All scheduling will be in accordance with the Collective Agreement and the master schedule will clearly indicate which unit, program or site the full-time Float Nurse is scheduled for each shift. Every reasonable effort will be made to ensure continuity; however, some unscheduled "floating" may occur.
- iii) Orientation will be individualized and, if issues should arise related to orientation or competence, such issues will be discussed with the Clinical Manager, or designate.
- iv) There will be a six (6) month trial period. A workgroup, consisting of Management, the Union, the Unit Scheduler, and the Float Nurse, will meet regularly, during the trial period, to monitor the implementation and parameters for success. Should the workgroup determine that the project will not continue, the incumbents will be given eight (8) weeks notice and will subsequently be returned to their former status and positions within a further six (6) weeks.

- iv) If any of the current incumbents were hired from outside (ie: no former status within the Bargaining Unit), all reasonable efforts will be made to provide alternative full-time or regular part-time work from existing vacancies.

D.18

Premium Scheduling

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

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

- (b) Overtime shifts will be scheduled in the following manner:
 - (i) Overtime shifts will be offered on a one shift at a time rotational basis with the exception of weekend shifts, which may be offered in multiples, starting with the senior qualified nurse available, subject to the following, within a pay period.
 - (ii) Once a nurse has been scheduled pursuant to (i) above they need not be considered for other overtime shifts within that pay period until such time as all other nurses within their classification who are qualified have had the opportunity to work an overtime shift.
 - (iii) These shifts will be offered in the following order, provided nurses have made their availability known to the unit booking the overtime shift:
 1. Full-time nurses from that unit
 2. Regular part-time nurses from that unit
 3. Job Share nurses from that unit
 4. Casual part-time nurses from that unit

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

1. Full-time nurses from other units
 2. Regular part-time nurses from other units
 3. Job Share nurses from other units
 4. Casual part-time nurses from other units
- (c) It is agreed that once a nurse has had an overtime shift scheduled that shift will not be cancelled due to another nurse's provision of late or additional availability for an overtime shift.

ARTICLE E – VACATIONS

- E.01 It is understood and agreed that the Employer will give every consideration to the preference of time at which nurses wish to take their vacations. Where conflict in vacation time arises in the work unit, seniority will be the deciding factor.
- E.02 Up to two (2) weeks of each nurse's vacation time may be scheduled by the Employer to coincide with periods of scheduled known closures.
- E.03 Vacation request schedules will be posted in each unit at two times in each year.
- (a) Each nurse will request by March 15th her vacation preference for vacation falling between June 1st and November 30th. The Employer will confirm vacations by April 15th. It is understood that prime months are July and August for summer vacation. The most preferred 2-week period selected by the most senior nurse of the group affected by the schedule will be considered first; then the request of the second most senior and so on, until the most preferred 2-week periods of all nurses in the group have been considered.
- (b) Requests for vacation falling between December 1st and May 31st will be requested by October 1st. The Employer will confirm vacation by November 1st.
- E.04 Requests for vacation made at times other than the request periods provided in E.03 will be made with as much notice as possible and will be considered on a first-served basis insofar as practical and will not be unreasonably denied.
- E.05 Where changes in scheduled vacations are permitted by the Employer, a senior nurse will not be permitted to bump a more junior nurse whose vacation has been previously scheduled.
- E.06 Nurses shall be scheduled the weekend off either before or after vacation of one (1) or more weeks. The Employer will endeavour to provide the weekend off prior to and the weekend following vacation, unless the Nurse requests otherwise.
- E.07 A nurse may be permitted to accumulate up to one (1) year's vacation entitlement plus one (1) week with approval of the department Manager. Should a maximum of one year's entitlement plus one week be exceeded the Employer may exercise discretion to schedule vacation time for the nurse. The Employer will give consideration to requests for advanced, earned vacations and consecutive vacations.
- E.08 A nurse may request vacation starting on any day of the week.
- E.09 Prior to leaving on vacation, nurses may request the date and time on which to report for work following their vacation. This will not be changed while on vacation with the exception of shift cancellations.

- E.10 A newly hired full-time nurse may request to take accumulated vacation after three (3) months' continuous service, provided that the probationary period has been completed.
- E.11 Vacation pay for part-time nurses will be paid out each pay.

ARTICLE F – PAID HOLIDAYS

F.01 For the purposes of Article 15 Paid Holidays are:

New Years Day (January 1)	Civic Holiday
Family Day (3rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day (December 25)
Canada Day (July 1)	Boxing Day (December 26)

F.02 Full Time

- (a) A nurse who is entitled to a lieu day as provided for in Articles 15.04 (a), (b) and 15.05 will have such day scheduled at a mutually agreeable time ninety (90) days following the holiday.
- (b) The Employer will make every effort to provide for the scheduling off of nurses on holidays, on as equitable basis as possible, having regard to the efficient operation of the Employer.

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

F.04 Any nurse scheduled to work the weekend in conjunction with a paid holiday will be scheduled to work the paid holiday. Any nurse who is not scheduled to work the weekend in conjunction with the paid holiday will be scheduled off for the paid holiday. When a weekend includes two paid holidays there is no entitlement to both paid holidays worked or off.

If work remains available on a paid holiday hours will be scheduled to nurses who are not scheduled the weekend in conjunction with this holiday, in accordance with the provisions of D.07. Master schedules will be adjusted as required to accommodate F.04.

ARTICLE G – BULLETIN BOARDS

- G.01 (a) The Employer will provide bulletin boards upon which the Union shall have the right, subject to the prior approval of the Director, Human Resources to post notice of meetings, general meeting minutes and such other notices as may be of interest to the nurses.

- (b) The location of these boards will be in high visibility areas, such as the Cafeteria area, or nurses' locker room, based upon mutual agreement and past practice at each site.
- (c) The bulletin board located in a high visibility area will include a locked Plexiglas-fronted notice box, with a key for the Union.
- (d) A small space will also be provided on the bulletin board of each nursing unit with the mutual agreement of the Employer and the Union.

G.02 The Employer will establish a distribution list to allow ONA executive members to distribute messages electronically to ONA bargaining unit members. All new hires will be added to the distribution list within fourteen (14) days of hire.

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

ARTICLE H – SENIORITY

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

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

ARTICLE I – JOB SHARING

I.01 The introduction of job sharing arrangements in a Unit will be subject to mutual agreement between the Union and the Employer.

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

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

- (a) Schedules will conform with Articles 13 and D of the Collective Agreement which set out scheduling.
- (b) Total hours worked by the job sharers shall equal one (1) full-time position. Job sharers will have the option of determining between themselves which partner will work on a scheduled tour, however, all scheduled tours must

be covered. It is understood that upon agreement between the Clinical Manager and both job sharers, that each job sharer may work one shift of the two rotating shifts for an agreed period of time. Such requests shall not be unreasonably denied. Such schedules will not be unilaterally imposed or changed by the Employer, but once the schedules are posted they will not be changed without the permission of the supervisor in the area concerned. Such permission will not be unreasonably withheld.

- (c) Nurses will be granted at least five (5) consecutive days off over either Christmas or New Year's. When one or both job sharers work over Christmas, neither can be required to work over New Year's, and vice versa unless mutually agreed otherwise. Should nurses be assigned to work either Christmas or New Year's, they will be expected to work on at least five (5) consecutive days, if required for normal tours. 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) Each job sharer may exchange shifts with her or his partner as well as other nurses as provided by the Collective Agreement. A job sharer may exchange with nurses other than her or his partner only on scheduled tours off for the full-time line.

(f) Coverage

- i) It is expected that both job sharers will cover each other's incidental illnesses and vacation. If, because of unavoidable circumstances one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences. Job sharers shall be offered additional unscheduled tours only if they have made the availability known. It is understood that they may only make themselves available on tours when neither job share partner is scheduled and where such would not result in premium payment.

- ii) Vacation, Maternity Leave and other Leaves pursuant to Article 11 of the Central Agreement.

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence exceeding thirty (30) days, the remaining partner has the option of covering all of the absent partner's shifts for the duration of the absence. If the nurse is unable to cover the entire leave of absence she or he must inform the manager of her or his intentions to cover all of the absent partner's shifts at least two (2) weeks prior to the posting of each schedule. If the nurse cannot cover for her or his partner, the vacancy will be offered to the most senior regular part-time nurse.

(g) Implementation

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

- (h) i) An incumbent full-time nurse wishing to share her or his position, may do so without having her or his half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- ii) It is understood and agreed that the arrangement is for a trial period of three (3) months for the full-time nurse originating the request. Once the trial period is over, the nurse cannot revert to her former position except under i) below.
- iii) Where two (2) full-time nurses on one Unit wish to job-share one (1) position, neither half will be posted providing this would create one (1) full-time position to be posted and filled according to the Collective Agreement.
- (i) If one of the job sharers leaves the arrangement, her or his position will be posted. If there is no successful applicant to the position, the remaining nurse will revert to her or his former status. If the remaining nurse was previously full-time, the shared position will become her or his position. If the remaining nurse was previously part-time and there is no part-time position available on the same Unit, she or he shall exercise her or his layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.

(j) Discontinuation

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

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

ARTICLE J – PREPAID LEAVE

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

ARTICLE K – PARKING

- K.01 The parties agree that the Employer is responsible for establishing and resetting parking rates. Increases to parking fees will not be implemented until the Union has been notified. The Union may opt to grieve an unjustified increase.
- K.02 The Employer agrees to continue to provide designated on-site parking on the evening and night shifts in a well-lit area.

ARTICLE L – MODIFIED WORK

- L.01 (a) The Employer will notify the President of the Bargaining Unit or designate of the names of all nurses who go off work due to a work related injury or when a nurse goes on LTD.
- (b) When it has been medically determined that a nurse is unable to return to the full duties of her position due to a disability, the Employer will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Bargaining Unit Executive to discuss the circumstances surrounding the nurse's return to suitable work.
- (c) The Employer agrees to provide the nurse and the Union with a copy of the WSIB Form 7 at the same time as it is sent to the Board.

L.02 Early and Gradual Safe Return to Work

The Hospital and the Union recognize the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanently disabled, to enable their early and safe return to work.

The parties undertake to provide safe and meaningful employment for both permanently or temporarily disabled nurses based on the following principles:

- (a) A nurse has the right to employment following an injury or illness if the Employee is able to perform either the essential duties of their pre-injury/illness job or other suitable modified work provided that such work is available.
- (b) In accordance with the Human Rights Code and the collective agreement, a nurse with a disability shall have her individual medical restrictions accommodated up to the point of undue hardship in order to facilitate an early and safe return to work to their pre-injury/illness job or other suitable work.
- (c) A nurse with a disability, whose pre-injury/illness job cannot be accommodated to allow them to perform the essential duties of that particular job, shall be offered alternative suitable work, if available. Attempts will be made to offer alternative work that is comparable in nature and salary to the pre-injury/illness employment.

ARTICLE M – PAYCHEQUES

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

ARTICLE N – PREGNANCY/PARENTAL LEAVE

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

ARTICLE O – OCCUPATIONAL HEALTH AND SAFETY

- O.01 (a) Violence shall be defined as any incident in which a nurse is abused, threatened or assaulted during the course of their employment. The Employer agrees that these incidents will not be condoned in the workplace. Any nurse who believes that their situation was abusive shall report this to their immediate supervisor, who will make every reasonable effort to rectify the situation.

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

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

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

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

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

O.2 Musculoskeletal Injury Prevention and Control

- (a) The Hospital in consultation with the Joint Occupational Health and Safety Committee shall develop, establish and put into effect, musculoskeletal injury prevention and control measures for the health and safety of workers. Such measures may include but shall not be limited to practices and procedures, recommended equipment and training.
- (b) At least once a year the musculoskeletal injury prevention and control measures shall be reviewed and revised in the light of current knowledge and practice.

O.3 Needlestick/Sharps Safety

- (a) Recognizing the desire to reduce needlestick/sharps injuries, the Hospital has developed a Safer Engineered Medical Devices Program. The Joint Occupational Health and Safety Committee will review needlestick/sharps injury statistics and may make recommendations to further reduce potential exposure to these injuries.
- (b) A record will be maintained of sharps injuries that contains detailed information including the type of device involved, the department or work area where the exposure occurred and an explanation of how the incident occurred.
- (c) At least once a year the Joint Occupational Health and Safety Committee will review and revise the Safer Engineered Medical Devices Program in the light of current knowledge and practice
- (d) The Hospital shall adopt measures to ensure the timely provision of post-exposure medical attention to any employee who receives a sharps injury. The Hospital also shall ensure that a post-exposure protocol is accessible and is communicated to all employees.

ARTICLE P – COLLECTIVE AGREEMENTS

- P.01 Copies of the Collective Agreement will be available for reference on each nursing unit together with a summary of the call-in procedure.

ARTICLE Q – CPR CERTIFICATE

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

ARTICLE R – SITE TRANSFERS

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

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

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

ARTICLE S – MISCELLANEOUS

S.01 There will be food available for the night staff through the cafeteria or vending machines where feasible.

S.02 **Notification to Unsuccessful Job Applicants**

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

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

S.03 **Retiree Benefits – Payment Process**

Any nurse who retires and who is entitled to receive benefit coverage as outlined in Article 17.01 (h) will provide advance payment for the required premium through post-dated monthly cheques. It is understood that the nurse will provide the Employer with such cheques on a yearly basis and that the transactions will be dated from the first of each month. The Employer will notify the Union of the benefit premium amount for retired nurses when such premium amount is adjusted by the carrier.

S.04 Reporting provided to the Union in accordance with Article 10.12 of the Central Agreement shall include the following:

- (a) Total agency nurse hours worked hospital site wide
- (b) Total bargaining unit hour worked hospital site wide
- (c) Percentage of totally agency hours worked hospital site wide

ARTICLE T – ELECTRONIC GRIEVANCE FORMS

- T.1 The parties agree to use the electronic version of the O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement.
- T.2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- T.3 Electronic grievances may be sent, via email, to the applicable manager and copied to Human Resources, or the identified designate.
- T.4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- T.5 The Union undertakes to get a copy of the electronic version signed by the grievor.

ARTICLE U – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORMS

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

DATED AT Uxbridge, ONTARIO, THIS 28 DAY OF January, 2019.

FOR THE EMPLOYER

FOR THE UNION

Gail Schneider

Andrea Kay
Labour Relations Officer

Sandi Lofgren

Marilyn Barrington

Christine McGilvray

Kelly Meathrel

LETTER OF UNDERSTANDING

Between:

**UXBRIDGE COTTAGE HOSPITAL
(SITE OF MARKHAM STOUFFVILLE HOSPITAL)**

And:

ONTARIO NURSES' ASSOCIATION

Re: Reduced Commitment Part-time positions the Emergency Department

WHEREAS, an agreement exists between the parties dated October 5, 2016 to implement reduced part-time positions in the Emergency Department at the Uxbridge Site of Markham Stouffville Hospital;

WHEREAS it is mutually understood that part-time nurses are obligated to be pre-scheduled if the work is available for forty-five (45) hours per pay period in accordance with Article D of the local Collective Agreement;

WHEREAS the parties mutually recognize the ongoing staffing and recruitment challenges in the Emergency Department;

AND WHEREAS the parties mutually wish to resolve the above-noted challenges while ensuring the staff are provided with a safe working environment and provide safe patient care;

THEREFORE the parties agree on a without prejudice and precedent basis that this Letter of Understanding shall guide the implementation of two (2) additional Part-time positions at a reduced commitment level in the Emergency Department in accordance with the following terms and conditions. It is mutually understood that the total number of reduced part-time positions in the Emergency Department will now equate to four (4):

1. The Hospital will post and recruit for two (2) part-time positions at an availability commitment of up to twenty-two and one-half (22.5) hours per pay period in accordance with the job posting process as set forth in Article 10 of the Collective Agreement.
2. In the event that the newly created positions are eliminated, the incumbents of the (2) two reduced part-time positions will retain their layoff rights in accordance with the provisions of the Central Collective Agreement.
3. Both parties acknowledge that the agreed to reduced part-time commitment level positions as stipulated above is restricted to the two (2) part-time positions the parties have agreed to and shall not extend to current vacancies or future job postings , unless otherwise agreed.
4. The part-time nurses who work at the reduced commitment level will be available to be scheduled on the following basis:

- a. To be available for work as required and assigned by the hospital during Christmas (including December 24th, December 25th and 26th) or New Year's (including December 31st and January 1st).
 - b. To be available to work any statutory holiday that falls contiguous to a weekend that the employee is scheduled to work. If the weekend is scheduled off, the employee will be scheduled off on the statutory holiday.
5. Article D of the local agreement pertaining to scheduling prior to posting will apply to all part-time nurses. All part-time nurses will be scheduled up to their commitment level.
 6. After the schedule has been posted, if part-time nurses have not been scheduled up to their commitment, then additional tours will be offered singularly, first to the most senior part-time nurse, regardless of commitment level, in descending order of seniority until commitment has been met in accordance with availability.
 7. Once all nurses have been scheduled up to their commitment, additional shifts will be offered based on seniority and availability first to regular part-time nurses up to seventy five (75) hours, then to reduced commitment nurses up to seventy five (75) hours, then to casual nurses.
 8. This letter shall continue in effect until written notice of discontinuation is served by either party to the other not less than sixty (60) days in advance.

DATED AT Uxbridge, ONTARIO, THIS 28 DAY OF January, 2019.

FOR THE EMPLOYER

FOR THE UNION

Gail Schneider

Andrea Kay
Labour Relations Officer

Sandi Lofgren

Marilyn Barrington

Christine McGilvray

Kelly Meathrel

LETTER OF UNDERSTANDING

Between:

**UXBRIDGE COTTAGE HOSPITAL
(SITE OF MARKHAM STOUFFVILLE HOSPITAL)**

And:

ONTARIO NURSES' ASSOCIATION

Re: Professional Practice Leader

This Memorandum is to be attached to and form part of the collective agreement between the parties which will commence on April 1st, 2016. This Memorandum shall be without prejudice to any position taken by either party with respect to Article A.01 and the inclusion or exclusion from the bargaining unit of the classification of Professional Practice Leader.

1. It is agreed that commencing upon the date of signing this memorandum by both parties, work performed at Uxbridge Cottage Hospital in the classification of Professional Practice Leader will be treated as the secondment of a nurse or nurses not covered by an ONA collective agreement, in accordance with Article 11.12 (b). The duration of this agreement is until the expiry of the current collective agreement term.
2. The Hospital will ensure that the Union receives the equivalent of the dues that would normally be remitted in connection with the work performed by the Professional Practice Leader classification at Uxbridge Cottage Hospital if such classification were included in the bargaining unit.
3. Dues payable under this agreement shall be remitted to the Union and an updated list of the nurse or nurses for whom dues are paid (including deletions and additions) under the terms of this agreement shall be submitted to the Local Association in accordance with Article 5. It is understood that the Employer will pay dues as per Article 11.12 (b).
4. The Union reserves their right to grieve the exclusion of the Professional Practice Leader from the bargaining unit at the expiry of this agreement. For clarity this agreement commences April 1st, 2016. Expiry of this agreement will be determined by the Central Parties.

DATED AT Uxbridge, ONTARIO, THIS 28 DAY OF January, 2019.

FOR THE EMPLOYER

FOR THE UNION

Gail Schneider

Andrea Kay
Labour Relations Officer

Sandi Lofgren

Marilyn Barrington

Christine McGilvray

Kelly Meathrel
