

COLLECTIVE AGREEMENT

Between:

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

And:

BLANCHE RIVER HEALTH
(hereinafter referred to as the "Employer")

EXPIRES: March 31, 2025

TABLE OF CONTENTS

APPENDIX 3 – SALARY RATES	1
APPENDIX 4 – APPENDIX ON SUPERIOR BENEFITS	2
APPENDIX 5.....	3
ARTICLE A - RECOGNITION AND DEFINITIONS	3
ARTICLE B - MANAGEMENT RIGHTS	3
ARTICLE C - REPRESENTATION AND COMMITTEES.....	3
ARTICLE D - REPRESENTATION AND COMMITTEES SENIORITY.....	5
ARTICLE E –LEAVE FOR UNION BUSINESS	5
ARTICLE F – HOURS OF WORK.....	5
ARTICLE G - PAID HOLIDAYS.....	20
ARTICLE H – VACATIONS (FULL-TIME AND REGULAR PART-TIME).....	20
ARTICLE I - BULLETIN BOARD	22
ARTICLE J - PRE-PAID LEAVE PLAN	22
ARTICLE K – MODIFIED WORK/RETURN TO WORK PROGRAMS	22
ARTICLE L - VIOLENCE PREVENTION AND CONTROL	24
ARTICLE N – SUPERVISORY RESPONSIBILITIES	28
ARTICLE N – REPORTING ABSENCES	29
LETTERS OF UNDERSTANDING	30
Re: 2D/2N Schedule – Article F – 4th Floor.....	30
Re: Cross-site Training	32
Re: ESA Agreement for Excess Hours	32
Re: Full Time 0.8 RN Oncology Position	33
Re: Registered Nurse Professionalism in the Workplace	33
Re: Carryover of 37.5 Hours of 2023/2024 Vacation – Pay Out of Time-in-lieu and Stat Holidays	34
Re: Call In Procedure for Additional Tours	34
Re: Operating Room Staff TIL Carryover	36
SIGNING PAGE.....	37

APPENDIX 3 – SALARY RATES

REGISTERED NURSE		
	April 1, 2023	April 1, 2024
START	\$37.93	\$39.07
1 YEAR	\$38.88	\$40.05
2 YEARS	\$39.86	\$41.06
3 YEARS	\$41.65	\$42.90
4 YEARS	\$43.52	\$44.83
5 YEARS	\$45.70	\$47.07
6 YEARS	\$47.98	\$49.42
7 YEARS	\$50.38	\$51.89
8 YEARS	\$54.37	\$56.00

NURSE PRACTITIONER		
	April 1, 2023	April 1, 2024
START	\$59.84	\$61.64
1 YEAR	\$61.88	\$63.74
2 YEARS	\$63.23	\$65.13
3 YEARS	\$63.78	\$65.69
4 YEARS	\$64.75	\$66.70

APPENDIX 4 – APPENDIX ON SUPERIOR BENEFITS

The parties recognize that no superior benefits, rights, privileges, practices, terms, or conditions of employment flow from the central agreement.

APPENDIX 5

ARTICLE A - RECOGNITION AND DEFINITIONS

- A-1 The Employer recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by Blanche River Health, save and except Managers and persons at or above the rank of Manager.
- A-2 The term "immediate supervisor" shall mean the first level of supervision excluded from the bargaining unit.

ARTICLE B - MANAGEMENT RIGHTS

- B-1 The Union recognizes that the management of the Employer and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer and without limiting the generality of the foregoing it is the exclusive function of the Employer to:
- (a) maintain order , discipline and efficiency;
 - (b) hire, assign, retire, direct, classify, transfer, promote, demote, layoff, recall , discharge and suspend or otherwise discipline nurses provided that a claim by a nurse that they have been discharged or otherwise disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) establish, alter and enforce reasonable rules and regulations to be observed by the nurses;
 - (d) determine all work procedures, the kind and location of equipment to be used , methods to be used, the allocation and number of nurses required from time to time, the services to be performed, the standards of performance of all nurses, work assignments, the hours of work and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.
- B-2 These rights shall not be exercised in a manner inconsistent with the provisions of this agreement.

ARTICLE C - REPRESENTATION AND COMMITTEES

- C-1 The parties agree that employee representatives and committee members shall be elected or appointed by the bargaining unit. It is understood that

the total number of employees as Nurse Representatives or committee members shall not exceed the following:

- (a) Union Representatives – five (5) Union Representatives, at least one (1) of whom shall be from the Englehart site and two (2) of whom shall be from the Kirkland Lake site.
- (b) Grievance Committee – three (3) employees, one (1) of whom shall be from the Englehart site and two (2) of whom shall be from the Kirkland Lake site. When a regular member is not available, they may be replaced by an alternate member who is appointed by the Union.
- (c) Hospital-Association Committee – three (3) employees, one (1) of whom shall be from the Englehart site and two (2) of whom shall be from the Kirkland Lake site. When a regular member is not available, they may be replaced by an alternate member who is appointed by the Union.

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

- (d) Negotiating Committee – up to three (3) employees, one (1) of whom shall be the Bargaining Unit President. Where a regular member is not available, they may be replaced by an alternate member who is appointed by the Union.
- (e) Occupational Health and Safety Committee

The Employer will recognize two (2) bargaining unit member of the Joint Occupational Health and Safety Committee, both members shall be certified. When the regular member is not available, they may be replaced by an alternate, appointed by the Union.

- (f) Professional Development Committee - There shall be a Professional Development Committee including up to three (3) bargaining unit representatives, one (1) of whom may be from the Englehart site and two (2) of whom may be from the Kirkland Lake site.

- (g) Union Interview

The interview period as provided in Article 5.06, will be scheduled during the employee's probationary period. The Employer will advise the Bargaining Unit President or designate of all employees to be interviewed.

- C-2 The Bargaining Unit President, or designate, will be paid at their regular straight time hourly rate for time spent in meetings arranged or requested by the Employer which occur outside their scheduled hours of work. Such hours will be invisible for purposes of determining premium payments (i.e. these hours will not attract premium payment and will not be counted for purposes of determining eligibility for premium payment on other hours worked).

ARTICLE D - REPRESENTATION AND COMMITTEES SENIORITY

- D-1 The current seniority list as provided for in Article 10.02 will be filed with the Union and posted on or before April 1st and October 1st of each year.

ARTICLE E –LEAVE FOR UNION BUSINESS

- E-1 As provided for in Article 11.02 the cumulative total leave of absence for all employees, including full-time and part-time employees, shall be forty (40) days during the calendar year subject to the following conditions:
- (a) the Union will notify the Employer in writing two (2) weeks in advance of the requested leave, whenever possible;
 - (b) no more than two (2) employees shall be absent at any one time and not more than one (1) from any one site, exclusive of the bargaining unit president.

Such leave will not be unreasonably denied.

- E-2 Local Co-ordinator Leave

The Employer agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator. Subject to providing notice to the Employer in writing two (2) weeks in advance of the requested leave, whenever possible, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as they may require fulfilling the duties of the position.

ARTICLE F – HOURS OF WORK

- F-1 Scheduling Regulations – 7 ½ Hour Tours

- (a) There shall be relief periods in accordance with Article 13.01 (b).

- (b) Shift schedules shall be posted two (2) weeks in advance and shall cover a six (6) week period.
 - i) Requests will be considered if submitted two (2) weeks prior to posting.
 - ii) A copy of the posted schedule will be provided to the Union, upon request.
- (c) Any anticipated delay or change in the duration will be communicated in advance to the Union by the Manager of the unit.
- (d) The Hospital shall provide the Union with at least sixty (60) days notice of any changes to the master rotation schedule.
- (e) A request by a nurse for a change in the posted shift schedule must be submitted for approval. Such request will not be unreasonably withheld. Requests must be in writing and co-signed by the nurse willing to make the exchange. Such exchange shall not in any event result in additional cost to the Employer.

An employee's availability for additional tours and/or overtime does not waive the employee's right to premium payment provided for under this collective agreement.

- (f) No split tours will be scheduled.
- (g) Definition of a Weekend

For the purpose of this section, a weekend shall be defined as a period of fifty-six (56) consecutive hours from the completion of the Friday day or afternoon shift until the beginning of the Monday shift.

An employee is entitled to one (1) weekend off in three (3).

An employee will receive premium pay as provided for in Article 14.03 for all hours worked on a third and consecutive weekend, save and except where:

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

- iv) when specific nursing units have mutually agreed to do otherwise.
- (h) At least sixteen (16) consecutive hours shall be scheduled off between shift changes. A shorter period of time may be agreed upon by mutual consent.
- (i) When a nurse's schedule is a combination of regular tours (7½ hour tours) and extended tours (11¼ hour tours), the following provisions will apply:
 - i) if the nurse works a combination of a regular tour and an extended tour in the same weekend, then works any tour on the following weekend, then the extended tour provisions (Article F-5 (f)) will apply.
 - ii) if the nurse works regular tours on a weekend, and then works any tours the following weekend, then the regular tour provisions (Article F-1 (g)) will apply.
 - iii) if the nurse works extended tours on a weekend, then works any tour on the following weekend, then the extended tour provisions Article F-5 (f)) will apply.
- (j) The first shift of the day is the day shift.
- (k) The Employer will schedule five (5) consecutive days off at either Christmas or New Year's in alternate years, unless otherwise mutually agreed. Six (6) or more consecutive days off will be scheduled where it is possible to do so. Such time to include Christmas Eve day, Christmas Day and Boxing Day or New Year's Eve day, New Year's Day and January 2nd (until 1930 hours). Each employee will be advised of their time off six (6) weeks in advance.

This provision will not apply to areas where employees normally work Monday to Friday and are not normally scheduled to work on paid holidays.

The scheduling provisions in Articles F-2 and F-3 will be waived between December 15 and January 15 to provide for Christmas and New Year's scheduling.

- (l) A tour will be deemed to be offered whenever a call is placed:
 - i) It is understood that the Employer will not be required to offer tours which would result in overtime premium pay;

- ii) If all available nurses will incur premium for a given shift, then the shift will be first offered to full-time then part-time by seniority to the nurse who will incur the least premium (wage is not a factor in the determining of premium). If all available nurses incur equal premium, then the shift will be offered to the full-time nurses then the part-time nurses according to seniority.
- (m) For the purpose of Article 14.10 (full-time) and Article 14.09 (part-time):
 - i) the evening shift is defined as 1530 hours to 2330 hours;
 - ii) the night shift is defined as 2330 hours to 0730 hours.
- (n) For the purpose of Article 14.15 it is agreed that the definition of the hours of the weekend shall be from 2400 hours Friday to 2400 hours Sunday.
- (o) Whenever possible and where an employee normally rotates tours, at least half of their tours will be scheduled on the day tour.

FULL-TIME ONLY

- F-2 (a) An employee will not be scheduled to work more than seven (7) consecutive days, unless by request of or agreement by the employee.
- (b) At least forty-eight (48) hours' time off shall be scheduled following the night shift when changing a full-time nurse's schedules to either the day shift or the evening shift unless mutually agreed upon.
- (c) A full-time employee will not be scheduled to change shifts more than once during a work week unless agreed upon by mutual consent.
- (d) Full-time employees will be available to work all three shifts (nights, days and evenings). Individual shift preferences will be considered, e.g. days and evenings or days and nights. No more than two consecutive weeks shall be scheduled on any one shift unless otherwise mutually agreed.
- (e) No more than two (2) consecutive weeks will be scheduled on the night tour unless mutually agreed.
- (f) Should the Employer breach the scheduling regulations in Article F-1 (f), (h) or F-2 (a), premium pay as provided for in Article 14.03, will be paid to the employee(s) save and except where such work was

requested by the employee to satisfy specific days off requested by the employee.

- (g) Full-time nurses may bank time in accordance with Article 14.09 in lieu of overtime. Such banked time may be accumulated by all full-time nurses up to seventy-five hours of banked time per year.

Banked time shall be taken at mutually agreeable times. All such time must be taken prior to March 31 of each year or payment shall be made in accordance with Article 14.09.

- (h) For full-time employees, the Employer will endeavour to schedule at least fifty percent (50%) of tours on the day tour except where the employee works a permanent tour or has agreed to work a greater percentage of shifts.

PART-TIME ONLY

F-3 (a) Regular Part-time Commitment

A regular part-time employee's commitment to be available will include:

- i) available to work at least three (3) tours per week;
- ii) available to work two (2) weekends out of three (3), if required;
- iii) available to work all three (3) shifts (nights, days and evenings);
- iv) available to work as scheduled over either Christmas or New Year's period subject to Article F-1.

The commitment that a regular part-time nurse must make as specified herein is no guarantee that the nurse will be scheduled to work according to this commitment nor is it a restriction on the nurse as to the maximum time worked. Further, the simple making of a commitment does not automatically transform a casual nurse into a regular part-time nurse.

- (b) The Employer agrees to schedule regular part-time employees according to their commitment on the posted schedule on that unit.
- (c) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time employees provided that no employee will exceed their commitment as a result of being offered such extra tours where there are regular part-time employees who have not been offered their commitment of shifts.

- (d) Where all regular part-time employees have been given the opportunity to work up to their committed tours in the posted schedule, extra tours will then be offered to regular part-time employees on the basis of seniority.
- (e) Where no regular part-time employee is willing to perform the available work, the tour will be offered to casual part-time employees.
- (f) An error in the above mechanism for shift distribution initiated by a local member will be resolved by offering the aggrieved employee a shift as an extra employee at a time agreeable to the employee. Such shift will not result in premium payment.

An error in the above mechanism for shift distribution initiated by the Employer will result in the aggrieved employee being paid and receiving seniority for the missed shift.

- (g) When a regular part-time nurse accepts an additional tour, they must report for that tour unless arrangements satisfactory to the Employer are made.
- (h) Provided they are qualified, nurses may submit their availability to work additional tours to more than one unit and to do so in accordance with existing hospital practice.
- (i) The Employer will endeavour to schedule nurses to work no more than two (2) consecutive weeks on the night tour.
- (j) At least forty-eight (48) hours' time off shall be scheduled following three (3) or more consecutive night tours when changing schedules to either the day shift or the evening shift.
- (k) Should the Employer breach the scheduling regulation in Article F-1 (f) or (h), premium pay as provided for in Article 14.03 will be paid to the employee(s) save and except where such work was requested by the employee to satisfy specific days off requested by the employee.
- (l) The Employer will endeavour to not require an employee to change shifts more than once during a work week.

F-4

Extended Tour– Introduction and Discontinuation

- (a) Extended tours shall be introduced into any unit when;
 - i) eighty percent (80%) of the employees in the unit so indicate by secret ballot; and

- ii) the Employer agrees to implement the extended tours; such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended tours may be discontinued in any unit when;
- i) Fifty-five percent (55%) of the employees in the unit so indicate by secret ballot; or
 - ii) The Employer because of:
 - (A) adverse effects on patient care,
 - (B) inability to provide a workable staffing schedule,
 - (C) reasons which are neither unreasonable nor arbitrary, states its intention to discontinue extended tours in the schedule, states its intention in writing to the Union to discontinue the extended tours.
- (c) When written notice of discontinuation is given by either party in accordance with paragraph (2) above, then,
- i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - ii) where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended.
- (d) There will be an ongoing evaluation of the extended tour in each unit. It is understood that the implementation of extended tours will be on a trial period for six (6) months. At the completion of the trial period a second vote will be taken in accordance with F-4 (a) i).

EXTENDED TOURS – 11 ¼ HOUR TOUR

- F-5
- (a) There shall be relief periods in accordance with Article 13.01 (b).
 - (b) Shift schedules shall be posted two (2) weeks in advance and shall cover a six (6) week period.
 - i) Requests will be considered if submitted two (2) weeks prior to posting.
 - ii) A copy of the posted schedule will be provided to the Union, upon request.

- (c) Any anticipated delay or change in the duration will be communicated in advance to the Union by the Manager of the unit.
- (d) The Hospital shall provide the Union with at least sixty (60) days notice of any changes to the master rotation schedule.
- (e) A request by a nurse for a change in the posted shift schedule must be submitted for approval. Such request will not be unreasonably withheld. Requests must be in writing and co-signed by the nurse willing to make the exchange. Such exchange shall not in any event result in additional cost to the Employer.

An employee's availability for additional tours and/or overtime does not waive the employee's right to premium payment provided for under this collective agreement.

(f) Definition of a Weekend

For the purpose of this section a weekend shall be defined as a period of sixty (60) consecutive hours from the completion of the Friday day or afternoon shift until the beginning of the Monday shift.

An employee will be scheduled off every second weekend as a weekend off.

An employee will receive premium pay as provided for in Article 14.03 for all hours worked on a second weekend and subsequent consecutive weekend, save and except where:

- (i) such weekend has been worked by the employee to satisfy specific days off requested by the employee; or
 - (ii) such employee has requested weekend work; or
 - (iii) such weekend is worked as the result of an exchange of tours with another employee.
- (g) When a nurse's schedule is a combination of regular tours (7½ hour tours) and extended tours (11¼ hour tours), the following provisions will apply:
- i) if the nurse works a combination of a regular tour and an extended tour in the same weekend, then works any tour on the following weekend, then the extended tour provisions (Article F-5 (f)) will apply.

- ii) if the nurse works regular tours on a weekend, and then works any tours the following weekend, then the regular tour provisions (Article F-1 (g)) will apply.
- iii) if the nurse works extended tours on a weekend, then works any tour on the following weekend, then the extended tour provisions (Article F-5 (f)) will apply.

(h) The first shift of the day is the day shift.

- (i) The Employer will schedule five (5) consecutive days off at either Christmas or New Year's in alternate years, unless otherwise mutually agreed. Six (6) or more consecutive days off will be scheduled where it is possible to do so. Such time to include Christmas Eve day, Christmas Day and Boxing Day or New Year's Eve day, New Year's Day and January 2nd (until 1930 hours). Each employee will be advised of their time off six (6) weeks in advance.

This provision will not apply to areas where employees normally work Monday to Friday and are not normally scheduled to work on paid holidays.

The scheduling provisions in Articles F-6 and F-7 will be waived between December 15 and January 15 to provide for Christmas and New Year's scheduling.

- (j) A tour will be deemed to be offered whenever a call is placed;
 - i) It is understood that the Employer will not be required to offer tours which would result in overtime premium pay;
 - ii) If all available nurses will incur premium for a given shift, then the shift will be first offered to full-time then part-time by seniority to the nurse who will incur the least premium (wage is not a factor in the determining of premium). If all available nurses incur equal premium, then the shift will be offered to the full-time nurses then the part-time nurses according to seniority.
- (k) For the purpose of Article 14.10 (full-time) and Article 14.09 (part-time):
 - i) the evening shift is defined as 1530 hours to 2330 hours;
 - ii) the night shift is defined as 2330 hours to 0730 hours.

- (l) For the purpose of Article 14.15 it is agreed that the definition of the hours of the weekend shall be from 2400 hours Friday to 2400 hours Sunday.
- (m) Whenever possible and where an employee normally rotates tours, at least half of their tours will be scheduled on the day tour.

FULL-TIME ONLY

- F-6
- (a) No more than three (3) consecutive tours will be scheduled.
 - (b) At least forty-eight (48) hours of time off shall be scheduled following the night shift when changing a full-time nurse's schedules to either the day shift or the evening shift unless mutually agreed upon.
 - (c) Full-time employees will be available to work all three shifts (nights, days and evenings). Individual shift preferences will be considered, e.g. days and evenings or days and nights. No more than two consecutive weeks shall be scheduled on any one shift unless otherwise mutually agreed.
 - (d) No more than two (2) consecutive weeks will be scheduled on the night tour unless mutually agreed.
 - (e) Should the Employer breach the scheduling regulations in Article F-6 (a) or (d), premium pay, as provided for in Article 14.03 will be paid to the employee(s) save and except where such work was requested by the employee to satisfy specific days off requested by the employee.
 - (f) Full-time nurses may bank time in accordance with Article 14.09 in lieu of overtime. Such banked time may be accumulated by all full-time nurses up to seventy-five hours of banked time per year.

Banked time shall be taken at mutually agreeable times. All such time must be taken prior to March 31 of each year or payment shall be made in accordance with Article 14.09.

PART-TIME ONLY

- F-7 (a) Regular Part-time Commitment

A regular part-time employee's commitment to be available will include:

- i) available to work at least twelve (12) tours in a six (6) week period;

- ii) available to work three (3) weekends in a six (6) week period;
- iii) available to work as scheduled for four (4) tours at either Christmas or New Year's.

The commitment that a regular part-time nurse must make as specified herein is no guarantee that the nurse will be scheduled to work according to this commitment nor is it a restriction on the nurse as to the maximum time worked. Further, the simple making of a commitment does not automatically transform a casual nurse into a regular part-time nurse.

- (b) The Employer agrees to schedule regular part-time employees according to their commitment on the posted schedule on that unit.
- (c) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time employees provided that no employee will exceed their commitment as a result of being offered such extra tours where there are regular part-time employees who have not been offered their commitment of shifts.
- (d) Where all regular part-time employees have been given the opportunity to work up to their committed tours in the posted schedule, extra tours will then be offered to regular part-time employees on the basis of seniority.
- (f) Where no regular part-time employee is willing to perform the available work, the tour will be offered to casual part-time employees.
- (g) An error in the above mechanism for shift distribution initiated by a local member will be resolved by offering the aggrieved employee a shift as an extra employee at a time agreeable to the employee. Such shift will not result in premium payment.

An error in the above mechanism for shift distribution initiated by the Employer will result in the aggrieved employee being paid and receiving seniority for the missed shift.

- (h) Provided they are qualified, nurses may submit their availability to work additional tours to more than one unit and to do so in accordance with existing hospital practice.
- (i) No more than three (3) consecutive tours will be scheduled unless the nurse requests otherwise.
- (j) The Employer will endeavor to schedule nurses to work no more than two (2) consecutive weeks on the night tour.

- (k) At least forty-eight (48) hours' time off shall be scheduled following three (3) or more consecutive night tours when changing schedules to either the day shift or the evening shift, unless the employee requests otherwise.
- (l) Should the Employer breach the scheduling regulations in Article F-7(i), premium pay as provided for in Article 14.03 will be paid to the employee(s) save and except where such work was requested by the employee to satisfy specific days off requested by the employee.
- (m) Whenever possible there will be equal distribution of shift work amongst the regular part-time employees.

F-8 Casual Part-Time

- (a) Casual part-time nurses will provide the Hospital with their non-availability to work at least once every six (6) months. Should there be a change of circumstances, the casual nurse is responsible for advising the Hospital at least two (2) weeks in advance of the posted schedule.
- (b) Where the Employer has identified in-service or training sessions requires for nurses, it will notify casual employees of such requirements in advance.

F-9 Operating Room Only

Part-time employees working in the Operating Room may bank up to seventy-five hours in lieu of overtime in accordance with Article 14.09. Banked time shall be taken at mutually agreeable times. All such time must be taken prior to March 31 of each year or payment shall be made in accordance with Article 14.09.

Where a part-time employee(s) is scheduled to work less than a normal tour (7.5 hours), Article F in its entirety applies except as amended by the following:

- (a) Tours of less than 7.5 hours will not be used as part of the normal scheduling on the unit without notification to the Union.
- (b) The Hospital will endeavour to schedule an equitable distribution of tours of less than 7.5 hours among the regular part-time employees in the unit.
- (c) Employees working shifts comprised of less than 7.5 hours shall be granted a paid rest period in accordance with the *Employment Standards Act*.

(d) Standby Operating Room

- i) Employees may exchange or give away standby duty with the mutual consent of employees involved and the approval of the Manager.
- ii) The employer shall provide cell phones for the use by employees who are required to assume standby duty.
- iii) Employees who are scheduled for on-call/standby for the Operating Room will not ordinarily be called for other areas in the Hospital. However, if patient or staff safety is compromised, then the On-Call nursing staff may be required to work in other areas in emergency situations.
- iv) In the event a nurse is required to work continuously for a period greater than thirteen (13) hours, the nurse will be permitted leave with pay for the part of the next shift to allow eight (8) hours off between the end of the worked shift and the commencement of the next regularly scheduled shift. This article applies to those job classifications that require on-call as part of their job descriptions.
- v) Where a nurse is called in and required to work past the eight (8) hours preceding the beginning of their next regularly scheduled shift but the call in does not continue into the next regularly scheduled shift (i.e. there is a break period), the nurse will receive either:
 - A) Eight (8) hours of rest after the departure time for their call-in. Where such time off extends into the nurses next regular shift, they will maintain their regular earnings, seniority and service for the full shift. If time is remaining after the rest period, the nurse will return to complete their regularly scheduled shift; or
 - B) Time and one half their regular rate of pay for all hours worked, if required to work their next regularly scheduled shift.

Determination of A) or B) will be made by the on call staff prior to leaving the hospital based on the staffing levels and needs of the unit. If taking their rest period, the nurses will notify the charge nurse prior to departure.

- vi) In the event an employee is required to work for a period greater than sixteen (16) hours in a twenty-four (24) hour

period, the employer shall make reasonable efforts to relieve that employee from duty. It is understood that this article will apply to those job classifications that require regular on-call as part of their job classification.

F-10 Nurse Practitioners

All other terms and conditions of the collective agreement apply save and except as amended below:

Nurse Practitioners hours of work will be 37.5 hours per week. The scheduling of work will be in collaboration with the Manager to meet client's needs.

A Nurse Practitioner will only be called in if no other ONA RN's are available.

All clauses of Article 14 in the Hospital Central Agreement shall apply when overtime hours are earned.

F-11 Cross-site Positions

The Employer may create a maximum of fifteen (15) cross-site positions that will be required to perform work at both hospital sites. This will be clearly identified in the job posting and on the seniority list. These positions will be 70/30 split between Full Time and Part Time. The Employer agrees to meet with the Union prior to posting to determine position logistics.

If a nurse who is awarded a cross-site position is required to travel during the course of a shift, they will be entitled to mileage in accordance with the Collective Agreement.

F-12 Ambulance Escort

- (a) A newly graduated nurse shall not be placed in charge, or do ambulance transfers until they have completed fifty percent (50%) of their orientation shifts or it is mutually agreed to by the employee and employer.

F-13 2D/2N Schedule – Englehart Site and Kirkland ICU and Emergency

- (a) The scheduling provisions contained in Article F are applicable save and except for the following:
 - i) Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid a premium pay for the fifth and subsequent day until a day off is scheduled. This provision will

not apply if the nurse works five consecutive tours as a result of an exchange of tours with other employees.

- ii) Employees shall receive at least three (3) weekends in six off and will not be scheduled to work more than three weekends in a row. A weekend off shall consist of no less than 96 consecutive hours off following the end of the Friday tour.
- (b) An employee will receive premium pay as defined in Article 14 for all hours worked on a fourth (4th) consecutive and subsequent weekend until a weekend is scheduled off, save and except where:
- i) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
 - ii) Such employee has requested weekend work; or
 - iii) Such weekend is worked as the result of an exchange of tours with other employees.
- (c) All schedules will be done on the basis that each full-time employee will be scheduled for 1,950 hours per year. In order to accommodate this, the following must occur:
- i) The Employer shall distribute all statutory holidays in the schedule in order to ensure that the full-time employee's meets the yearly requirement of hours.
 - ii) To make up the additional hours required for full-time employees, employees may request to use lieu time and/or vacation time instead of being scheduled. If the employee chooses to work the required hours, the following will apply:
 - A) Every quarter, employees will be required to submit their request for when their additional required tour(s) will be scheduled.
 - B) The manager will make every reasonable attempt to schedule as requested, considering staffing and patient care needs.
 - C) If no request is made, the manager will schedule the additional tours at their discretion provided this shift is not scheduled on a weekend off and is done in accordance with the scheduling regulations.

- D) These additional tours will be scheduled during an employee's five (5) days off, and will be paid at the employee's straight time hourly rate of pay, regardless of any local or central provisions that would provide for premium pay.

ARTICLE G - PAID HOLIDAYS

G-1 The designation of paid holidays under Article 15.01 is as follows:

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

G-2 Where a full-time employee is entitled to a lieu day under Article 15.04 or 15.05, such day off must be taken within ninety (90) days before or after the holiday unless otherwise mutually agreed or payment shall be made in accordance with 15.03.

G-3 Holiday pay shall be paid for each hour worked on the paid holiday (2330 - 2330 hours).

ARTICLE H – VACATIONS (FULL-TIME AND REGULAR PART-TIME)

H-1 (a) The date for determining vacation entitlement under Article 16.01 shall be March 31st of each year.

(b) For scheduling purposes, the vacation year will be from April 1st to March 31st of the following year.

H-2 Vacations shall be scheduled with respect to two separate periods; (1) April to October, and (2) November to March. Vacations shall be scheduled as follows:

(a) Vacation Period 1

The Employer will post the vacation request form on each unit during the first week of January. Employees will have until Feb 1st to make their request for the period of April 1 to October 31. An approved and finalized vacation schedule for Vacation Period 1 will be posted by March 15th;

Vacation Period 2

The Employer will post the vacation request form on each unit during the first week of August. Employees will have until September 1st to make their request for the period November 1 to March 31. An approved and finalized vacation schedule for Vacation Period 2 will be posted by October 15th.

- (b) The Employer may request an additional two (2) weeks to post the approved vacation schedule if mutually agreed upon between the union and the employer.
- (c) The Employer shall grant vacation requests subject to the staffing requirement of the Employer;
- (d) Vacation will be approved in accordance with their seniority provided the employee exercises this right by the applicable date established in (a) above, after which time requests will be scheduled on a first come, first served basis. If more than one request for the same period of vacation comes in on the same day then vacation will be granted on the basis of seniority;
- (e) If no vacation allotment is indicated by the applicable date established in (a) above, the vacation will be scheduled by mutual agreement between the employee and their Manager. If there is no agreement, the Manager will make the final decision. However, the manager will not schedule members vacation if all requests have been denied due to staffing issues.
- (f) Vacations will not normally be scheduled for the period from December 15th to January 15th;
- (g) Nurses may request vacation time off in single days or multiples thereof. Such days may be taken when practicable. Requests for full weeks of vacation will supersede the above. Full weeks of vacation are defined as seven (7) consecutive days off.
- (h) Nurses will be limited to a maximum of three (3) weeks (consecutive if desired) of vacation time during prime time (defined as June 15th to September 15th inclusive).
- (i) Vacations may be scheduled to commence on any day of the week.
- (j) Vacation pay for all part-time nurses will paid on each pay.
- (k) Vacation request forms for full-time nurses shall be separate and distinct from regular part-time nurses.

- (l) An employee shall be permitted to carry over up to thirty-seven and one half (37 ½) hours of vacation to the next vacation year.

ARTICLE I - BULLETIN BOARD

I-1 The Employer will provide bulletin board space and a designated space on the intranet for the posting of notices related to Union business.

I-2 Meeting notices may be posted on the Union bulletin board and a designated space on the intranet. All such notices shall be approved by the Nurse Manager or their designate. Such approval will not be unreasonably withheld.

The employer agrees to ensure the bulletin boards are placed in an easily accessible area.

ARTICLE J - PRE-PAID LEAVE PLAN

J-1 One (1) employee (full-time or part-time) on each nursing unit may be absent on pre-paid leave at any one time.

ARTICLE K – MODIFIED WORK/RETURN TO WORK PROGRAMS

K-1 The Employer will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury or when a nurse goes on Long Term Disability.

K-2 When it has been medically determined that a nurse is unable to return to the full duties of their 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 Local Executive to discuss the circumstances surrounding the nurse's return to suitable work.

K-3 The Hospital and the Union recognize the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating employees who have been ill, injured or permanently disabled, to enable their early and safe return to work.

The parties will undertake to provide safe and meaningful employment for both permanently or temporarily disabled employees 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 any other suitable modified work available.
- (b) A nurse participating in this program on a temporary basis, will be paid their applicable hourly rate in accordance with the Collective Agreement. A nurse who requires permanent modified work will be paid the usual rate for the position.
- (c) A nurse with a disability has the right to have the work or workplace modified to accommodate their needs in order to facilitate an early and safe return to work to their pre-injury/illness job or other suitable work if available.
- (d) 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. Every attempt will be made to offer alternative work that is comparable in nature and salary to the pre-injury/illness employment if available.

K-4

Return to Work Plan

When it has been medically determined that an employee is ready to return to work, the Hospital and the Union will meet with the affected employee and the Manager to create and recommend a return to work plan. The Plan will include developing and recommending strategies for:

- (a) Integrating accommodated workers back into the workplace.
- (b) Educating employees about the legal, personal, organizational aspect of disabled workers to work.
- (c) In creating a return to work plan, the Hospital, the Union and the Manager will examine the disabled employee abilities and accommodation needs to determine if the employee can return to their:
 - 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.

- (d) In creating a return to workplace, the Hospital and Union will consider the employee's abilities and accommodate needs and if they are unable to return to work in accordance with Article (c) above, the Hospital and Union will identify any positions in the Hospital in which the employee may be accommodated.
- (e) An employee in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established if the work is available. Such employee will remain on the list of employees requiring permanent accommodation until appropriate permanent accommodation has been offered.
- (f) The parties recognize that more than one (1) employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the parties agree that in complying with Articles (c), (d) and (e) 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.
- (g) When more than one employee is deemed by the Hospital and Union to be suitable for a particular position or arrangement, and the factors set out in Articles (c), (d), (e) and (f) are relatively equal, seniority shall govern.
- (h) The Hospital and Union will monitor the status of accommodated employees and the status of employees awaiting accommodation.

ARTICLE L - VIOLENCE PREVENTION AND CONTROL

L-1 (a) Definition of Violence

The Employer agrees that no form of verbal, physical, sexual, racial or other abuse which may cause physical or psychological injury or that gives a person reason to believe that s/he or another person is at risk of physical and or psychological injury will be condoned in the

workplace. Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will take every precaution reasonable to rectify the abusive situation.

(b) Violence Policies and Procedures

The Employer agrees to have in place formalized explicit policies and procedures to deal with violence. The policy will address the prevention of workplace violence, the management of violent situations, and support to employees who have faced violence. The policy and procedures shall be part of the employee's health and safety policy and written copies shall be provided to each employee at time of hire.

Prior to implementing any changes to these policies, the employer agrees to consult with the Union and the joint health and safety committee.

(c) Notification to the Association

The Employer will notify the JHSC and union in writing of all incidents related to violence within four (4) days. For critical injuries the employer will notify the JHSC and the union immediately and in writing within 48 hours. Such notices will contain all of the information as prescribed in section 5 of the health care regulation.

(d) Function of Joint Health and Safety Committee

All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety committee shall concern itself with all matters relating to violence to staff. The Employer will investigate all acts and reports of potential/actual violence and forthwith take every precaution reasonable in the circumstances to prevent violence from occurring.

(e) Staffing Levels to Deal with Potential Violence

The Employer agrees that, where there is a risk of violence, an adequate level of trained employees must be present. The Employer recognizes that workloads can lead to fatigue and a diminished ability both to identify and to subsequently deal with potentially violent situations.

(f) Training

The Employer agrees to provide training and education on the violence prevention and harassment policies and programs, and on prevention of violence to all employees. This training will be done during a new employee's orientation and updated on an annual basis for all employees.

(g) Support and Counselling

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

(h) Damage to Personal Property

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

The employee will present their claim to the Employer immediately after the event, unless it was impossible for their to do so during this period.

The parties agree that this shall only apply to the reasonable and customary costs of personal property reasonably required by the employee in order to perform their job.

The parties agree that reimbursement for assistive devices (ie glasses, hearing aids, dentures) will be for amounts up to the maximum benefits amount allowed under the Collective Agreement.

(i) Advise Workers about a Person with a History of Violent Behaviours

The Employer and the Union recognize the employer's obligation under section 25(2)(h) to take every precaution reasonable to protect workers and 32.0.5(3) of the *OHS*A to provide information, including personal information to a worker related to a risk of workplace violence from a person with a history of violent behaviour, where it is expected that the worker will encounter said person.

ARTICLE M – MISCELLANEOUS

- M-1 The Employer will pay the Bargaining Unit President or designate(s) at their regular straight time hourly rate for all time spent attending meetings as set out in the Collective Agreement with the Employer outside their regularly scheduled hours.
- M-2 Unsuccessful applicant under Articles 10.07 (a) and (b) will be notified by letter prior to the posting of the name(s) of the successful applicant(s).
- M-3 The Employer will provide the nurse with a lunch when the nurse is out on planned transfer.
- M-4 If an error occurs of more than one hundred dollars (\$100.00) on a pay cheque or the error will cause undue financial hardship, the Employer shall issue a correcting cheque within five (5) days if requested by the employee. If no request is made, the correction will be made on the following pay cycle.
- M-5 Retiree Benefits – Process for Payment
- Any bargaining unit nurse who retires and wishes to participate in the benefit plan as outlined in article 17.01 (h) will provide advance payment of the benefits through post-dated cheques. It is understood that any transaction would be dated the fifteenth (15th) of each and every month.
- M-6 Electronic Grievance and/or Professional Responsibility Workload Report Form Articles 7.09 and Article 8.01 (a) ix
- (a) The parties agree to use the electronic version of the ONA Grievance Form at Appendix 1 of the Employer Central Agreement or Professional Responsibility Workload Report Form at Appendix 6 of the Employer Central Agreement.
 - (b) The parties agree that hard copies of the electronic form are valid for purposes of Article 7 and/or 8 of the Employer Central Agreement.
 - (c) The union undertakes to get a copy of the electronic version signed by the griever and/or complainant and will provide the Employer with an original copy at the time of the grievance/complaint is heard.
 - (d) The parties agree to not use or rely upon a preliminary argument related to the use of the electronic version should a grievance proceed to mediation or arbitration and/or Professional Responsibility Workload proceed to mediation or Independent Assessment Committee hearing.

M-7 Single Shift Reassignment

In accordance with Article 10.08 (a), the parties agree to implement the following principles for single shift re-assignment:

- (a) Patient care requirements are the first priority;
- (b) Where possible, the Hospital will re-assign qualified agency nurses first, followed by ONA nurses on the basis of reverse seniority;
- (c) The Hospital will not re-assign the nurse outside of their scope of practice unless they are re-assigned with an experienced nurse on the receiving unit.

M-8 The Employer agrees to provide the nurse with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

M-9 The Employer will cover the initial costs associated with the purchase of a Personal ID Card and any Electronic Card being utilized by the Hospital for each employee.

Employees will be responsible for the coverage of all replacement costs unless the Personal ID Card or Electronic Card malfunctions or was damaged in the course of their duties with the Employer. In the event of normal wear and tear, a malfunction, or damage in the course of the employee's duties, the Employer will cover the cost of a replacement.

M-10 The Employer will continue its policy of parking on the basis of existing rates. Prior to any changes to these rates, the proposed changes will be discussed at the Hospital Association Committee.

M-11 Temporary full-time vacancies of over six (6) months, will be reviewed by both parties and if mutually agreed, full-time nurses will be considered for these vacancies in accordance with Article 10.06 (d) on the same basis as regular part-time nurses.

ARTICLE N – SUPERVISORY RESPONSIBILITIES

N-1 Where the Employer assigns employees' responsibilities including those supervisory responsibilities under the *Occupational Health and Safety Act* [Section 25(25)(2)(a)], the Employer will ensure that the employee has received sufficient training to ensure competency under the *Act*.

ARTICLE N – REPORTING ABSENCES

N-1 Employees absent on account of sickness or injury must report to their immediate supervisor as follows:

- i) Day Tour – early as possible prior to the commencement of the day tour, except in cases of emergency.
- ii) Evening Tour – at least three (3) hours prior to their shift except in cases of emergency.
- iii) Night Tour – prior to 1400 hours except in cases of emergency.

LETTERS OF UNDERSTANDING

Letter of Understanding Re: 2D/2N Schedule – Article F – 4th Floor

It is understood that there shall be no additional cost factor to the Employer by implementing a 2D/2N rotation.

1. When the Employer and the Union agree, the 2D 2N extended tour schedule shall be instituted when sixty percent (60%) of those employees on the master schedule, on a particular nursing unit have so indicated by secret ballot. For employees who indicate to the Manager of In-Patients Services that they do not wish to work extended tours, the Employer will endeavour to schedule these employees on a normal tour rotation.
2. When less than sixty percent (60%) of the staff on a particular nursing unit vote, as outlined in paragraph 1 in favour of the 2D 2N extended tour schedule by the secret ballot, the Union may approach the Employer and ask them to consider the implementation of a combination 2D 2N extended tour schedule, other extended tours and normal (7.5 hour) tour in a particular Unit.
3. The sixty percent (60%) figure above may be varied by mutual agreement between the parties.
4. The Employer shall make space available to the Union in order to permit the Union to conduct the vote referred to in paragraph 1.
5. At any meeting with the Employer to discuss the 2D 2N schedule, a member of the Local executive should be in attendance.
6. A trial of the 2D 2N schedule shall run for twenty-four (24) weeks, after which a further vote of the employees on the 4th Floor Unit will be conducted. Where at least fifty-five percent (55%) of the employees on the Unit indicate a willingness to continue with the 2D 2N schedule, the arrangement will become permanent.
7. The 2D 2N schedule may be discontinued on the 4th Floor, when:
 - i) Fifty-Five percent (55%) of the employees who are working the 2D 2N, in a unit, so indicate by secret ballot; or
 - ii) The Employer decided to do so because of:
 - A) adverse effects on patient care, or
 - B) inability to provide a workable staffing schedule, or

- C) where the Employer wishes to do so for other reasons which are neither unreasonable nor arbitrary, and states its intention to discontinue the extended tours in the schedule;
- iii) When notice of discontinuance is given by either party in accordance with number (b) above, then:
 - A) The parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuance; and
 - B) Where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended;
 - iv) The Local Union will be informed of the results of the secret ballot within seven (7) days.
8. The scheduling provisions contained in Article F are applicable save and except for the following:
- i) Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid a premium pay for the fifth and subsequent tour until a day off is scheduled. This provision will not apply if the fifth consecutive tour is as a result of an exchange of tours with other employees.
 - ii) Employees shall receive at least three (3) weekends in six (6) off and will not be scheduled to work more than three (3) weekends in a row. A weekend off shall consist of no less than 96 consecutive hours off following the end of the Friday tour.
9. An employee will receive premium pay as defined in Article 14 for all hours worked on a fourth (4th) consecutive and subsequent consecutive weekend until a weekend is scheduled off, save and except where:
- i) Such weekends has been worked by the employee to satisfy specific days off required by such employee; or
 - ii) Such employee has requested weekend work; or
 - iii) Such weekend is worked as the result of an exchange of tours with other employees.
10. All schedules will be done on the basis that each full-time employee will be scheduled for 1,950 hours per year. In order to accommodate this, the following must occur:

- i) The Employer shall distribute all statutory holidays in the schedule in order to ensure that the full-time employees meet the yearly requirement of hours.
 - ii) To make up the additional hours required for full-time employees, employees may request to use lieu time and/or vacation time instead of being scheduled. If the employee chooses to work the required hours, the following will apply:
 - A) Every quarter, employees will be required to submit their request for when their additional required tour(s) will be scheduled.
 - B) The manager will make every reasonable attempt to schedule as requested, considering staffing and patient care needs.
 - C) If no request is made, the manager will schedule the additional tour(s) at their discretion provided this shift is not scheduled on a weekend off and is done in accordance with the scheduling regulations.
 - D) These additional tours will be scheduled during an employee's five (5) days off, and will be paid at the employee's straight time hourly rate of pay, regardless of any local or central provisions that would provide for premium pay.
-

Letter of Understanding
Re: Cross-site Training

The parties agree that the cross-training of nurses at each site for the purposes of offering extra tours will be a standing agenda item at all Hospital-Association Committee meetings during the term of the Collective Agreement.

Letter of Understanding
Re: ESA Agreement for Excess Hours

ONA agrees that the Employer may exceed the hours of work limitations set out in Section 17(1)(b) of the *Employment Standards Act, 2000* (the "Act"), but only for the following purpose and to the following extent:

- (a) The Union agrees to average such scheduled hours to allow for a workable master rotation or schedule over a standard 6 week period.
- (b) The Union agrees to average such scheduled hours over the same 6 week period for the purpose of determining the employee's entitlement, if any, to overtime pay under Section 22 of the *Act*.
- (c) The Union agrees that employees may be asked to work more than their regular scheduled hours in a work day despite the limits set out in Section 18(1), (2), (3)

and (4) of the *Act*. Each employee has the right to refuse the request to work beyond the limits in Section 18(1),(2),(3) and (4) subject to the emergency provisions of Section 19 of the *Act*.

- (d) The Union agrees that employees may be asked to work hours which provide less than eight hours free from the performance of work between shifts even if the total time worked on successive shifts exceeds 13 hours. Each employee has the right to refuse the request, subject to the emergency provisions of Section 19 of the *Act*.
 - (e) The Union agrees that employees may be asked to work additional hours to those on their master rotations or schedules, such that they may work more than 48 hours in a week, up to a limit of 60 hours in a week. Each employee has the right to refuse the request, subject to the emergency provisions of Section 19 of the *Act*.
 - (f) With the exception of allowing the averaging of weekly hours for the purpose of determining the employee's entitlement, if any, to overtime pay under Section 22 of the *Act* this agreement shall not be interpreted to disentitle an employee to any other premium payment under any other provision of the collective agreement.
-

Letter of Understanding
Re: Full Time 0.8 RN Oncology Position

The parties agree that the Full Time Position in Oncology will be a 0.8 FTE position consisting of the following:

The full time Collective Agreement will apply to this position except as modified below:

- The RN will work 4 (7.5 hour) shifts per week.
- Vacation will be based on a 0.8 FTE – e.g., 4 week entitlement = 120 hours.
- STD and LTD will be based on 0.8 FTE.

EHC will be the same as Full Time.

Letter of Understanding
Re: Registered Nurse Professionalism in the Workplace

The parties acknowledge the significant role Registered Nurses play in the delivery of high quality healthcare. We also recognize that it is important for patients and staff to be able to readily identify Registered Nurses who are widely disbursed throughout the hospital.

The parties will jointly promote the professional image and identity of Registered Nurses and will develop plans within the hospital to do so.

All hospital identification tags will clearly identify the employee as Registered Nurse in a font that is clearly visible e.g. RN badge buddy.

Letter of Understanding
Re: Carryover of 37.5 Hours of 2023/2024 Vacation – Pay Out of
Time-in-lieu and Stat Holidays

WHEREAS the current COVID-19 pandemic has caused additional pressures on staffing and resource availability;

AND WHEREAS Employees are required to utilize their vacation time, banked overtime and banked statutory and float holidays (hereafter collectively referred to as “Time Off” as prescribed by the Collective Agreement;

AND WHEREAS the Hospital acknowledges that some staff may not have been able to utilize this time as above;

THEREFORE the Parties agree, on a without prejudice or precedent basis, as follows:

1. All TIL, STAT and FLOAT banks will be paid out by April 15th, 2024 in accordance with the terms of the Collective Agreement;
 2. Employees who are carrying vacation hours in excess of their 2023/2024 fiscal year vacation entitlement shall choose either;
 - (a) Carryover and additional 37.5 hours of unused vacation time, above any existing allowable carryover as outlined in the Collective Agreement, to be scheduled in accordance with the terms of the Collective Agreement;

OR

 - (b) Request that all unused vacation time, other than the 2023/2024 entitlement and any existing allowable carryover as outlined in the Collective Agreement, be paid out. Such request must be made in writing no later than March 31, 2024. Payments will be processed by April 15th, 2024.
 3. This Agreement may be signed in counterparts. The Parties agree that they may be bound to this Agreement by indicating through email correspondence that they have reviewed this Letter of Understanding and agree to be bound by it.
-

Letter of Understanding
Re: Call In Procedure for Additional Tours

The parties agree to establish the following Call In Procedure at Blanche River Health.

1. The Manager or designate will text, call, or speak to employees for any additional shifts. Emails and other methods of contact are not acceptable for the purpose of this procedure.

2. All part-time employees shall provide their availability to the Manager following the posting of the schedule to avoid unnecessary calls.
3. The employee will advise their Manager of their preferred method of contact and that shall be how each individual will be contacted. The Employee will provide the Employer with no more than one contact number and is responsible to notify the Employer of any changes to the contact number.
4. When all regular part-time nurses have been given the opportunity to work up to their commitment, the Hospital will offer additional tours to nurses on the basis of seniority, as follows:
 - (a) additional tours will be offered as soon as they come available;
 - (b) nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital;
 - (c) Nurses will indicate if they are available to work at other sites, provided they are qualified, nurses may submit their availability to work additional tours to more than one (1) unit or site;
 - (d) when a nurse accepts an additional tour they must report for that tour unless arrangements satisfactory to the Hospital are made;
 - (e) once tours have been offered to all nurses at the site in question, tours will be offered to all nurses who are qualified to perform the work and have indicated their willingness to pick up extra tours at another site using the following principles:
 - i) regular part-time nurses at straight time;
 - ii) casual part-time nurses at straight time;
 - iii) full-time nurses who will be in overtime;
 - iv) regular part-time nurses who will be in overtime;
 - v) casual part-time nurses who will be in overtime;
 - vi) Nurse Practitioners;
 - vii) Nurses who are on scheduled vacation are only to be called after overtime has been exhausted for qualified staff with no success.
5. If the shift coverage is required within twenty-four (24) hours and an employee is contacted, the Manager or designate will advise that they will be offering the shift to the next available employee (following the above guidelines). Employees must return the call or text and if the shift hasn't been awarded then the shift will be assigned to the first staff who accepts it.
6. If the shift coverage is required more than twenty-four (24) hours away the Manager or designate will leave a message offering the shift and request that the employee respond within a four (4) hour period. The Manager or designate will

continue to contact employees to try to secure a qualified nurse for the upcoming shift based on the guidelines above. Once they have secured a nurse, they must wait to assign the vacancy a minimum of four (4) hours from the time of the first employee was contacted to allow more senior qualified staff to respond and accept the shift. The Manager or designate will advise all staff who responded whether they have been assigned the vacant shift or not after the four (4) hours have passed.

Letter of Understanding
Re: Operating Room Staff TIL Carryover

WHEREAS Operating Room nurses utilize banked Time in Lieu to cover annual Operating Room closures, the parties agree that banked overtime remaining to the nurse's credit, in excess of seventy-five (75) hours, shall be paid out to the nurse at the last pay period of each quarter (June, September, December, March).

SIGNING PAGE

Dated this “28” day of “May”, 2024.

FOR THE EMPLOYER

FOR THE UNION

“D. Schenk”

“J. Paul”

“M. Cope”

“A. Bullock”
