

COLLECTIVE AGREEMENT

Between:

SOUTH BRUCE GREY HEALTH CENTRE
[hereinafter referred to as “the Hospital”]

And:

ONTARIO NURSES’ ASSOCIATION
[hereinafter referred to as “the Union”]

Expiry Date: June 7, 2021

TABLE OF CONTENTS

APPENDIX 3.....	2
SALARY SCHEDULE	2
APPENDIX 5.....	3
LOCAL ISSUES.....	3
ARTICLE A – RECOGNITION	3
ARTICLE B – DEFINITIONS.....	3
ARTICLE C – MANAGEMENT RIGHTS.....	4
ARTICLE D – COMMITTEES AND REPRESENTATIVES	4
ARTICLE E – UNION INTERVIEW	5
ARTICLE F – SENIORITY.....	6
ARTICLE G – LEAVE FOR UNION BUSINESS.....	6
ARTICLE H – SCHEDULING – HOURS OF WORK.....	6
ARTICLE I – SICK LEAVE	13
ARTICLE J – PAID HOLIDAYS.....	13
ARTICLE K – VACATIONS	14
ARTICLE L – PAY DAYS	15
ARTICLE M – PRE-PAID LEAVE PLAN.....	16
ARTICLE N – JOB SHARING	16
ARTICLE O – VIOLENCE IN THE WORKPLACE	18
ARTICLE P – HEALTH AND SAFETY/MODIFIED WORK	19
ARTICLE Q – MISCELLANEOUS.....	20
LOCAL SIGNING PAGE	21
LETTER OF UNDERSTANDING	22
Re: Voluntary Part-Time Benefits.....	22
LETTER OF UNDERSTANDING	23
Re: Weekend Worker.....	23
LETTER OF UNDERSTANDING	24
Re: 2D2N-Amended Scheduling: Innovative Unit Scheduling Trial.....	24
LETTER OF UNDERSTANDING	27
Re: Individual Special Circumstances - Scheduling.....	27
LETTER OF UNDERSTANDING	29
Re: Establishment of an Ad Hoc Working Group.....	29
LETTER OF UNDERSTANDING	30
Re: Electronic Grievance Forms.....	30
LETTER OF UNDERSTANDING	31
Re: Electronic Professional Responsibility Workload Report Forms.....	31

APPENDIX 3**SALARY SCHEDULE****FULL-TIME & PART-TIME**

Classification – Charge Nurse		
Step	April 1, 2020	April 1, 2021
Start	\$35.36	\$35.71
1 Year	\$35.48	\$35.83
2 Years	\$36.06	\$36.42
3 Years	\$37.73	\$38.11
4 Years	\$39.44	\$39.83
5 Years	\$41.56	\$41.98
6 Years	\$43.69	\$44.13
7 Years	\$45.85	\$46.31
8 Years	\$48.97	\$49.46
25 Years	\$49.81	\$50.31

Classification – Registered Nurse		
Step	April 1, 2020	April 1, 2021
Start	\$33.56	\$33.90
1 Year	\$33.72	\$34.06
2 Years	\$34.28	\$34.62
3 Years	\$35.98	\$36.34
4 Years	\$37.67	\$38.05
5 Years	\$39.79	\$40.19
6 Years	\$41.94	\$42.36
7 Years	\$44.08	\$44.52
8 Years	\$47.22	\$47.69
25 Years	\$48.05	\$48.53

APPENDIX 5

LOCAL ISSUES

ARTICLE A – RECOGNITION

A-1 The Hospital recognizes the Union as the bargaining agent for all registered and graduate nurses employed in a nursing capacity by the South Bruce Grey Health Centre in the Counties of Bruce and Grey, save and except co-ordinators, and supervisors and persons at or above the rank of co-ordinator and supervisor.

ARTICLE B – DEFINITIONS

B-1 “Supervisor” or “Immediate Supervisor”, when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

B-2 The word “nurses”, when used in this Agreement, shall mean persons included in the above described bargaining unit.

B-3 “Site”, when used in this Agreement refers to the geographic location of any of the facilities which comprise the South Bruce Grey Health Centre, i.e. Chesley, Durham, Kincardine and Walkerton.

B-4 “Unit” when used in this Agreement refers to nursing care within any of the locations referred to in B-3 above.

B-5 “Primary Assignment” is defined as the position for which a nurse was hired or to which she subsequently transferred in accordance with the job posting procedure.

A job posting may include a multiple-site designation.

B-6 Part-Time Commitment

A regular part-time nurse is committed in writing to be:

- (a) available to be scheduled eighteen (18) tours or twelve (12) extended tours per six (6) week schedule, or alternatively, six (6) tours or four (4) extended tours per six (6) week schedule;
- (b) available to work weekends as defined in Article H-6 (e) and (f);
- (c) available to work either the Christmas or New Year’s period as defined in H-6 (d).

B-7 There is one bargaining unit for SBGHC.

B-8 “Tour” shall normally refer to a seven point five (7.5) hours and an extended twelve (12) hour tour being 11.25 hours.

ARTICLE C – MANAGEMENT RIGHTS

- C-1 The Union recognizes that the management of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:
- (a) Maintain order, discipline and efficiency, and in connection herewith, to make, alter and enforce from time to time, reasonable rules and regulations, policies and practices to be observed by its employees which are not inconsistent with the provisions of this Agreement.
 - (b) To direct the working forces, to plan, direct and control the operation of the Hospital, to introduce new and improved methods, facilities and equipment, to determine the amount of supervision necessary, to combine or split departments, to determine the number of personnel required and to determine the extent to which the Hospital will be operated.
 - (c) To hire, assign, transfer, retire, discipline, suspend, discharge, promote, demote, layoff and recall employees subject to the provisions of this Agreement and also to select employees for positions not covered by this Agreement.
 - (d) Determine, in the interest of efficient operation and high standard of service, job rating and classification, the hours of work, work schedules and assignments, methods, procedures and equipment in connection therewith and to generally operate the Hospital in a manner consistent with the obligations of the Hospital to the general public and the communities served.
 - (e) To exercise sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in this Hospital.
- C-2 The Hospital agrees that the exercise of its rights shall not be in a manner inconsistent with the provisions of this Agreement.

ARTICLE D – COMMITTEES AND REPRESENTATIVES

D-1 Union Representatives

There shall be an aggregate of eight (8) Union representatives appointed representing both full-time and part-time nurses. Not more than two (2) such representatives shall be from any one (1) site.

D-2 Grievance Committee

There shall be a Grievance Committee comprised of not more than four (4) representatives. Not more than two (2) such representatives from any site shall attend a meeting of the Grievance Committee.

D-3 Negotiating Committee

There shall be a negotiating committee comprised of five (5) nurses.

Where a nurse on the Negotiating Committee is scheduled to work the night tour immediately prior to the day on which negotiations take place, her scheduled tour for that day will be changed from the night tour to the day tour providing the Hospital is able to secure the necessary replacement nurse. Where a nurse on the Negotiating Committee is scheduled to work the evening tour on the day on which negotiations take place, her scheduled tour for that day will be changed from the evening tour to the day tour providing the Hospital is able to secure the necessary replacement nurse.

D-4 Hospital-Association Committee

This Committee shall be comprised of up to five (5) nurses and up to five (5) representatives of the Hospital. Each party may appoint alternates to replace a member from time to time.

D-5 The Hospital acknowledges the right of the Union to have at least one (1) representative of the part-time bargaining unit on each Committee provided for in this Article.

- D-6 (a) The Bargaining Unit President (BUP) and the individual site representative or designate will be paid at their regular straight time hourly rate for time spent in meetings arranged or requested by the Hospital which occur outside of their scheduled hours of work. Where travel to another of the Hospital's sites is required for the purposes of this provision, the Hospital's then current rate per kilometer will apply, as will the terms of the related policy and procedure.
- (b) The Hospital will provide the Bargaining Unit President with a paid leave of absence one (1) day per month for the purposes of conducting Union business. Requests for paid leave must be submitted (2) two weeks prior to the schedule being posted and will be paid at their regular straight time hourly rate.

The parties shall endeavour to schedule HAC and grievance meetings on alternate months during this paid Union leave.

D-7 Professional Development Committee

The composition of the Professional Development Committee referred to Article 9.02 shall include five (5) representatives of the Hospital including the Chief Nursing Officer or designate and a Human Resources representative. There shall be five (5) representatives from the Union including the Bargaining Unit President. Membership of the Committee may be expanded upon by mutual consent.

ARTICLE E – UNION INTERVIEW

E-1 The place and time for the Union interview as provided in Article 5.06 will be arranged by the Director Patient Care and the Union Representative(s) for the

applicable Unit(s) during the orientation period. The interview shall take place on Hospital premises and shall not exceed thirty (30) minutes in duration.

ARTICLE F – SENIORITY

- F-1 The seniority list as provided in Article 10.02 shall be posted on or before February 1 and August 1 each year and shall reflect seniority accumulated to the prior December 31 and June 30 respectively. A copy of each seniority list will be forwarded directly to the Bargaining Unit President or site contact.
- F-2 Seniority shall be applied on a bargaining unit wide basis for purposes of job postings, layoff and recall.
- F-3 Seniority shall be applied on a site basis for purposes of scheduling and vacation entitlement.

ARTICLE G – LEAVE FOR UNION BUSINESS

- G-1 Leave for Union business as provided for in Article 11.02 shall be provided to an aggregate maximum of thirty (30) days per site in each calendar year provided not less than two (2) weeks notice is provided by the Union to the Hospital. It is agreed that not more than two (2) nurses per site shall be absent on such leave at the same time.

The Hospital will provide replacement staff for leave for Union business unless the leave is requested with less than two (2) weeks notice. It is understood that the employer will not incur any premium payment as a result of this request.

- G-2 Local Co-ordinator Leave/Vice Local Co-ordinator

Subject to scheduling availability by the Hospital, the Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator/Vice Local Co-ordinator. Subject to reasonable notice, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require in fulfilling the duties of the position.

ARTICLE H – SCHEDULING – HOURS OF WORK

- H-1 With reference to Article H-2, the work week shall be deemed to commence at twenty-three hundred (2300) or twenty-three hundred and thirty (2330) hours on Sunday of each week respectively.
- H-2 For the application of shift premium as specified in Article 14.10 of the Collective Agreement, the normal daily tours are:

- Day Tour - 0700 to 1500 hours
- Evening Tour - 1500 to 2300 hours
- Night Tour - 2300 to 0700 hours

H-3 Subject to the needs of the Hospital, nurses may request to work either permanent shifts (days/evenings/nights) on either seven and one-half hour tours or extended tours as applicable. Refusal of requests will not be the subject of a grievance.

H-4 The rest periods as provided in Article 13.01(b) shall be scheduled by the Hospital.

H-5 (a) Full-Time Only

A nurse who elects to take time off in lieu of overtime as provided in Article 14.09 may accumulate her overtime to a maximum of ninety-two & one half (92.5) hours at any time. Overtime accumulated to March 1st in each year must be retired by March 31st each year or any outstanding balance will be paid out. Hours that may be accumulated between March 1 and March 31 in each year may be added to the following year's accumulation. The scheduling of the time off will be by mutual agreement between the nurse and her immediate supervisor. Employees shall not be required to take time off in lieu of overtime worked unless such time off is mutually agreeable to the Hospital and the employee. The employee may request lump sum payment of hours from the overtime bank throughout the year. Such request will be in writing to the manager in conjunction with the regular payroll schedules.

(b) Part-Time Only

A nurse who elects to bank overtime hours as provided in Article 14.09 may accumulate her banked time to a maximum of ninety-two and one-half (92.5) hours at any time. Overtime accumulated to March 1st in each year must be retired by March 31st each year or any outstanding balance will be paid out. Hours that may be accumulated between March 1 and March 31 in each year may be added to the following year's accumulation. The parties agree that the intent of such accumulation is to supplement periods in which less hours may be available. Banked hours are not to be used to replace scheduled shifts. The employee may request lump sum payment of hours from the overtime bank throughout the year. Such request will be in writing to the manager in conjunction with the regular payroll schedules.

H-6 Scheduling Regulations

(a) Requests for days off need to be submitted two (2) weeks prior to the schedule being posted.

Schedules shall be posted six (6) weeks in advance and shall cover at least a six (6) week period. Where the Hospital intends to post a schedule for other than the normal posting period, nurses shall be notified in advance of the duration of the posting period. No nurse shall be responsible for acknowledging any change in the posted schedule unless notified by the Supervisor in charge of the department at least forty-eight (48) hours before the date of the change. The schedule covering the prime vacation months of July and August shall be posted on or before April 30 and the schedule covering the Christmas and New Year's seasons shall be posted on or before November 1.

- (b) Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of the posting of the schedule and such requests may be granted at the discretion of the Hospital. Requests for specific days off which are submitted less than two (2) weeks prior to the posting of schedules, or which occur following the posting of schedules, must be processed in accordance with Article H-6 (c).

The Hospital shall endeavour to distribute shifts in an equitable fashion at the time of schedule posting. Where an employee has declared unavailability prior to the posting of the schedule, such declaration will result in twenty-two and one-half (22.5) hours less for each seven (7) days requested off in a six (6) week period, excluding days off for unpaid education purposes. These hours will be deemed to count towards the hospital's obligation to distribute the shifts equitably.

- (c) Nurses shall give the Hospital, in writing, notice of intent to exchange shift(s), together with a signed undertaking from the nurse willing to exchange such shift(s). In exceptional circumstances, telephone consent may be requested from the Hospital, it being understood that the nurses involved in the proposed exchange must still confirm the request in writing. Such requests shall be subject to the approval of the Hospital, shall not result in any premium payments and shall not be unreasonably denied. Where partial shift exchanges are approved, total hours paid will not exceed the original scheduled hours.
- (d) A nurse will be scheduled off work for not less than five (5) consecutive days at either the Christmas or New Year's season unless the nurse requests otherwise, except in areas which are not normally required to work on weekends and paid holidays. The normal scheduling conditions shall be waived between December 15th and January 15th to accommodate this special arrangement. For the purpose of this Article, the Christmas season shall be defined as December 24th, 25th and 26th and the new Year's season shall be defined as December 31st, January 1st and 2nd.
- (e) A weekend off is defined as being fifty-six (56) consecutive hours off preceding 1900 or 1930 on Sunday.
- (f) The Hospital shall ensure that each full-time nurse receives at least one (1) weekend off in two (2). The Hospital shall ensure that each regular part-time nurse receives one (1) weekend off in three (3) and shall endeavour to provide every other weekend off.
- (g) A nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third (3rd) and additional, if any, consecutive and subsequent weekend, save and except where:
- i) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse, or
 - ii) such nurse has requested weekend work, in writing, with a copy to the Union, or

- iii) such weekend is worked as the result of an exchange of shifts with another nurse.

NOTE: Nurses requesting weekend work under Part (ii) above cannot expect to be scheduled for tours during the week nor offered additional tours unless no other part-time nurse is available.

- (h) For the purpose of clarity, the weekend premium, as specified in Article 14.15 of the Collective Agreement, will be paid for all time worked during the period of 2300 hours Friday to 2300 hours Sunday.
- (i) Nurses will not normally be required to work more than seven (7) consecutive shifts. Should a nurse be required to work more than seven (7) consecutive shifts, premium pay in accordance with Article 14.03 shall be paid for the eighth and subsequent continuing shifts until a day off is scheduled.
- (j) Nurses shall not be required to work split shifts, being defined as a tour assignment being split into two (2) parts.
- (k) The regular schedule shall provide for a minimum of twenty-four (24) hours between the starting time of one (1) scheduled shift and the starting time of the next scheduled shift when changing shifts except in an emergency.

(l) Full-Time:

The regular schedule shall provide for a minimum of forty-eight (48) hours time off when the tour of duty is changed following night duty.

It is understood that the most senior full-time nurse will be called for any overtime shift that may become available. If the most senior nurse would incur future premiums or overtime as a result of the overtime shift offered, the Employer may bypass to the next most senior nurse(s) until such premiums or overtime will not be incurred.

Part-Time:

The Hospital shall provide a minimum of forty-eight (48) hours time off following three (3) or more consecutive night tours. The Hospital shall provide for a minimum of forty-eight (48) hours time off following three (3) or more consecutive scheduled extended night tours.

- (m) In a two (2) week period, there shall be at least one (1) period of two (2) days off scheduled consecutively.
- (n) i) The Hospital will endeavour to distribute pre-scheduled tours as equitably as possible among the employees in a site in accordance with the nurse's commitment.

Nurses who wish to be considered for additional tours beyond their commitment must indicate their availability in the manner prescribed by the Hospital.

Where extra non-premium tours become available, the Hospital will endeavour to distribute these tours as equitably as possible among the nurses in a nursing unit with the understanding that each nurse in the unit shall first be assigned and/or offered tours to the level of her commitment averaged over the scheduling period prior to the allocation of additional tours in accordance with the following:

- A) The Hospital shall offer the first additional tour to the most senior nurse in the unit and the next additional tour to the next most senior nurse and so on in accordance with their commitment. Except as described in (b) below, offers of additional tours shall continue in descending order until all participating nurses have been offered an additional tour prior to reverting to the most senior nurse.
- B)
 - 1) Where a nurse refuses an offer of an additional tour or has declared unavailability during a time frame in which an additional tour opportunity arises, such tour will be deemed to count toward the Hospital's obligation to offer tours to such nurse.
 - 2) Where a nurse is bypassed in the process of offering additional tours by virtue of lack of direct contact in attempting to fill a short notice vacancy, the Hospital shall endeavour to offer the next additional tour to such nurse, it being understood that each participating nurse shall make every reasonable effort to assist in the process of communication.
- C) It is understood that the Hospital will not be required to offer tours which will result in premium pay and it is the responsibility of the nurse to advise the Hospital in cases where acceptance of such an offer will result in a premium pay situation.
- D) When a part-time nurse accepts an additional tour, she must report for that tour unless arrangements satisfactory to the Hospital are made.
- E) Provided they are qualified, nurses may submit their availability to work additional tours to more than one (1) site if to do so is in accordance with site practice. Where no nurses are available to work an additional tour at a given site as defined in Article B3, nurses at other sites who have declared their availability may be considered for available shifts on the basis of seniority, it being recognized that no such nurse can be assigned without recent orientation.
- F) A nurse who wishes to give away a tour will do so in accordance with the above provisions.

- G) It is understood and agreed that the assigning of additional tours arising from this Article will not result in a claim for full-time status.
- ii) The Hospital will endeavour to provide equal distribution of hours to be worked by part-time nurses who work in areas where they are scheduled to work less than 7.5 hours per day.
- iii) Where a part-time nurse has been scheduled to work on a holiday weekend, she shall be scheduled to work on the holiday as well providing the shift is available and she is qualified for the available work.
- iv) Four (4) Hour Tours

Where a part-time nurse is scheduled to work a four (4) hour tour, Article H shall be appropriately applied and as amended by the following:

- 1) A nurse working a four (4) hour tour shall receive a paid rest period. If the tour extends beyond five (5) hours, the nurse shall also receive a meal period.
 - 2) No part-time nurse will be scheduled solely on four (4) hour tours in any one (1) posted schedule except where such arrangements are or have been agreed to by the nurse.
- (o) With reference to Article 6.03, Hospital-Association Committee, the parties agree that planned scheduling changes are appropriate matters for discussion by the Committee.

No nurse shall offer and no employer representative shall request or accept an offer to waive premium pay except as specifically provided for in H-6 (c) and Article H-6 (g).

- (p) Prior to posting job vacancies the Hospital shall assess the then current distribution of tours to the existing part-time complement at that site. It being understood that newly hired nurses shall be hired dependent on the needs of the site.

H-7

Standby

- (a) Standby will not be considered a scheduled shift.
- (b) The Hospital will notify the Bargaining Unit President or site contact prior to initiating ongoing standby assignments.
- (c) Scheduled standby assignments will be distributed equitably amongst qualified nurses.
- (d) Standby assignments shall be posted at the same time as the tours of duty schedules. Nurses shall be permitted to exchange their standby assignments.

- (e) All nurses scheduled for standby in a twenty-four (24) hour period shall be provided with individual beepers.
- (f) The Hospital will make available the equivalent of one (1) private hospital room for nurses scheduled for standby.
- (g) Standby schedules will not be reassigned without consultation with the nurse whose schedule is being changed.
- (h) Standby will not be scheduled on a night before a scheduled day shift unless otherwise agreed to by the nurse. However, if no other nurse is available, then the Hospital may schedule, for the standby assignment, the most junior qualified nurse scheduled to work the following day shift.
- (i) Where a nurse has been called in from standby and works in the hours after 2400 hours, such nurse will not be required to work the day shift unless she does so by mutual agreement between the nurse and the Hospital. If a nurse chooses to work the day shift following the call-in from standby and there are not eight (8) hours off between the end of the standby shift and the start of the day shift, the nurse may either start the shift after eight (8) hours has lapsed or the nurse will be paid at the premium rate of one and one half (1½) time her regular rate of pay for the hours at the start of the day shift that make up the full eight (8) hour lapse.
- (j) The nurse on standby at the time the call back phone call is made will be the nurse called back from standby.
- (k) The Hospital agrees to pay minimum four (4) hours at time and one-half (1½) for nurses who are called in to provide ambulance escort or coverage to the site due to an emergency ambulance transfer.

H-8

Extended Tours

- (a) Extended tours shall be introduced into any unit when:
 - i) Eighty percent (80%) of the nurses in the unit so indicate by secret ballot; and
 - ii) the Hospital agrees to implement the extended tours. Such agreement shall not be withheld in an unreasonably arbitrary manner.
- (b) Extended tours may be discontinued in any unit when:
 - i) Fifty percent (50%) of the nurses in the unit so indicate by secret ballot; or
 - ii) the Hospital, because of
 - A) adverse effects on patient care, or

- B) inability to provide a workable staffing schedule, states its intention to discontinue the extended tours in the schedule.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
 - i) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - ii) where it is determined that the extended tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
- (d) The following regulations shall govern the scheduling of work for nurses working extended tours:
 - i) The Hospital shall ensure each nurse every second weekend off.
 - ii) Nurses will not be required to work more than three (3) consecutive tours excluding DD/NN and combination shift schedules.
 - iii) All other scheduling regulations which apply to nurses working the regular daily tour as provided in Article H.

H-9 For those nurses working a combination of twelve (12) hour tours and eight (8) hour tours, nurses will not be scheduled for more than forty-five (45) hours in a row and not more than three (3) consecutive twelve (12) hour tours or more than six (6) consecutive eight (8) hour tours. The scheduling language of the collective agreement will be followed.

H-10 Where travel to another of the Hospital's sites is required, the Hospital's then current rate per kilometer will apply.

ARTICLE I – SICK LEAVE

I-1 Nurses who report sick must notify the Hospital at least one (1) hour before the start of the day shift and at least two (2) hours before the start of the evening or night shift. A nurse absent in excess of three (3) consecutive days must advise the Hospital of her expected date of return at least twenty-four (24) hours prior to returning to work on her next scheduled tour. Should she fail to provide such notice, the Hospital may delay her return to work by one (1) scheduled tour.

ARTICLE J – PAID HOLIDAYS

J-1 For the purposes of Articles 15.01 and 15.08, the following shall be the designated holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (November 11 th)

Victoria Day
Canada Day (July 1st)

Christmas Day (December 25th)
Boxing Day (December 26th)

J-2 Full-Time Only:

With reference to Articles 15.03 and 15.06 where a nurse is entitled to an additional day or lieu day off as provided in Articles 15.04 and 15.05, such day off shall be scheduled within sixty (60) days before or sixty (60) days following the paid holiday, at a time mutually agreed between the nurse and the Hospital.

Any additional day or lieu day not scheduled within sixty (60) days following the paid holiday will be paid on the next regularly scheduled pay date.

J-3 Part-Time Only:

Where a part-time nurse is scheduled to work on a holiday weekend, she shall also be scheduled to work on the holiday provided the shift is available.

ARTICLE K – VACATIONS

K-1 With reference to Article 16.01, vacation entitlement shall be calculated, as per Hospital policy, on the basis of continuous, or adjusted, full-time equivalent service with the Hospital.

K-2 Full-Time Only:

(a) It is the nurse's responsibility to ensure that her vacation bank accumulation does not exceed one (1) year's entitlement unless approved by the Hospital.

i) Should the nurses' vacation bank exceed one (1) year entitlement the nurse may submit a request to retain the excess vacation accumulation for up to six (6) additional months.

ii) The nurse must along with the request submit a plan on how he/she will use the excess vacation within the period.

iii) Carried over vacation will be paid out at the rate it was accrued.

(b) Vacations shall be observed during the period from January 15th to December 15th. Where a nurse, due to extenuating circumstances, requests vacation during the period between December 15th and January 15th, such request shall be at the discretion of the Vice President Clinical Services.

(c) i) On February 28th each year, the Hospital will post a request list in each site. Nurses requesting vacation and time off in the period June 15 up to and including Labour Day will, by March 30th, indicate their preference. Subject to K-2 (d), the Hospital will post the summer work schedule for the above period by April 30th.

ii) Nurses shall be given preference for requested vacation in order of seniority provided requests are submitted within the time limits

contained in i) and H-6 respectively. Requests not received within such time limits shall be considered in the order received by the Hospital and may be limited to less than five (5) days.

- (d) Vacation quotas shall not be unreasonably restrictive. However, the Hospital will endeavour to accommodate the wishes of nurses with respect to the choice of vacation dates, subject to the needs of the Hospital. Each nurse within the bargaining unit shall be allowed at least two (2) weeks vacation during the eleven (11) week period ending on Labour Day, if desired, if the request is submitted by March 30th. During the eleven (11) week period ending on Labour Day, individual vacation days and lieu days arising from Article J – Paid Holidays, may be used on weekends to a maximum of two (2) weekends. During the remainder of the year, vacation days and lieu days arising from Article J – Paid Holidays, may be used only as two (2) extended day tour (Saturday and Sunday) or two (2) extended night tour (Friday and Saturday) weekends to a maximum of five (5) weekends.

For the purpose of this Article, one (1) week of vacation is comprised of seven (7) consecutive days.

- (e) Nurses may access vacation, lieu days and accumulated lieu time on short notice provided relief staff are available without premium pay to cover the requested time off. Access to time off under this provision is subject to the restrictions set out in K-2, Article H and Article J.

K-3 Full-Time and Part-Time

Once vacation is approved and scheduled, vacation hours will not be permitted to be replaced with other banked hours.

K-4 Part-Time:

- (a) Nurses covered by this Agreement shall be entitled to vacation time off, based on equivalent service, as is allotted to full-time employees.
- (b) Nurses may access vacation on short notice provided relief staff are available, without premium pay, to cover the requested time off. Access to time off under this provision is subject to the restrictions set out in K-2, Articles H and J.

ARTICLE L – PAY DAYS

L-1 Salaries will be paid on a bi-weekly basis with deposits being made every second (2nd) Thursday covering hours worked to the previous Saturday at twenty-three hundred (2300) hours.

L-2 Any error in computation of greater than four (4) hours pay shall be paid by separate cheque, within two (2) business days following verification of the error, unless waived by the nurse. Errors of less than four (4) hours shall be corrected on the following pay.

ARTICLE M – PRE-PAID LEAVE PLAN

M-1 With reference to Article 11.11, the number of nurses off work at any one time shall not exceed two (2) full-time and two (2) part-time.

ARTICLE N – JOB SHARING

N-1 The Hospital agrees to a job sharing arrangement pursuant to Article 20.01. The following conditions shall apply unless otherwise agreed to by the parties:

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis. The job shared position shall be full-time. The nurses occupying the positions shall be considered part-time with all rights and privileges of part-time nurses under this Collective Agreement.
- (b) Total hours worked by the job sharers shall equal one (1) full-time position which shall normally be split on a fifty-fifty (50/50) basis. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and subject to the approval of the Director, Patient Care or designate.
- (c) Job sharers shall not be requested to work any tours outside the tours of the full-time position, except where no other qualified part-time nurses are available.
- (d) The above schedule shall conform with the scheduling provisions of the Full-Time Collective Agreement.
- (e) Each job sharer may exchange shifts with her partner, as well as with other employees, as provided by the Collective Agreement.
- (f) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- (g) It is understood 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 full-time position except under the job posting procedure or Items 9 and 10 below. All other assignments relating to an originating job sharer will be considered temporary during the trial period.
- (h) Coverage
 - i) It is expected that both job sharers will cover each other's incidental absences. If, because of unavoidable circumstances, one cannot cover the other, the Manager or designate must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

ii) Vacation, Maternity leave and other leaves pursuant to Article 11:

In the event that one (1) member of the job sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the Manager, Patient Care or designate, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

Where the job sharing partner agrees to cover her partner's vacation, they shall not form part of any vacation quota. Where the job sharing partner is unable to cover her partner's vacation, the partner requesting vacation will be included in the vacation quota.

iii) Job sharers may accept additional tours when the available tour(s) has first been offered to all other part-time nurses on the unit.

iv) If, as a result of a layoff, there is a reduction in a job sharer's hours, the job sharer may be offered additional tours in accordance with Article H-6 (n), in order to make up the same number of hours as are reduced.

v) Job sharers will not be considered eligible to replace full-time leaves of absence of less than sixty (60) days duration arising outside the job sharing arrangement. Where a job sharer indicates an interest in filling a long term leave (e.g. pregnancy or leaves of equal or greater duration), such request shall be treated in accordance with Article 10.07 (d).

i) Implementation

i) (A) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

(B) Any incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be based on the criteria set out in the Collective Agreement.

(C) Subject to Hospital approval, where two (2) full-time nurses on one (1) unit wish to share one (1) position, neither half of their position will be posted. Should such action create one (1) full-time position, it shall be posted and filled in accordance with the Collective Agreement.

(D) If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the remaining nurse will revert to her former status. If the remaining nurse was previously full-time, the shared position will become her position. If the remaining nurse was previously part-time and there is no part-time

position available on the same unit, she shall be entitled to exercise her layoff bumping rights to obtain a part-time position. The shared position will then revert to full-time and be posted in accordance with the Collective Agreement.

(j) Discontinuation

- i) Either party may discontinue the job sharing arrangement with ninety (90) days notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.
- ii) Should the Hospital discontinue job sharing, the nurses currently working those arrangements will have the option of reverting to their former status or remaining part-time. It is understood that by returning to her former status, the nurse may have to exercise her bumping rights in order to remain on her current unit.

ARTICLE O – VIOLENCE IN THE WORKPLACE

O-1 (a) Definition of Violence

The Hospital agrees that no form of verbal, sexual, racial or other abuse of nurses will be condoned in the workplace. Any nurse who believes a situation to be abusive shall report the circumstances to the Hospital in accordance with the existing policy.

(b) 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 immediately and thoroughly investigate all acts and reports of potential/actual violence and report back to the Joint Health and Safety Committee. The Employer will take every precaution reasonable in the circumstances to prevent violence from occurring.

(c) Training

The Employer agrees to provide education, training, information and instruction, developed in consultation with the JHSC, on the violence prevention and harassment policies, measures, procedures and programs and on prevention of violence to all employees, including domestic violence that can spill over into the workplace. This training will be done during a new employee's orientation and reviewed on an annual basis.

- (d) The Hospital will consider requests, submitted within seven (7) calendar days, for reimbursements for damages to personal property such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing her duties.

(e) Notification to the Union

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 forty-eight (48) hours. Such notices will contain all of the information as prescribed in Section 5 of the Health Care Regulation.

ARTICLE P – HEALTH AND SAFETY/MODIFIED WORK

P-1 The Hospital will notify the Bargaining Unit President or Site Contact of the names of all nurses who go off work due to a work related injury that results in a WSIB claim or when a nurse goes on LTD. The Bargaining Unit President or designate will be notified and with the nurse's consent will attend any meeting involving a nurse's return to work from a work related injury that results in a WSIB claim or from LTD. Should the nurse decline union representation, she/he will notify both the Union and the Employer.

P-2 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.

When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Hospital 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 employee's return to suitable work.

The parties undertake to provide safe work 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 any other suitable modified work.
- (b) The Employer shall accommodate the work or the workplace for the nurse with a disability to the extent that the accommodation does not cause the Employer undue hardship.
- (c) The Union acknowledges that the employee has a duty to cooperate as directed by the Occupational Health Service.

P-3 The Hospital agrees to provide the employee with a copy of the Workers' Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

P-4 Needlestick/Sharps

Recognizing the danger of needlestick/sharps injuries, the parties acknowledge the commitment of the Hospital in the area of policies, procedures, equipment, and products that help to reduce and to eliminate these dangers.

P-5 Musculoskeletal Injury Prevention and Control

The parties agree to continue to meet at the Joint Occupational Health and Safety Committee/Hospital-Association Committee to discuss the implementation and maintenance (procedures, practices, education and risk assessment) of a policy in a timely manner.

P-6 WSIB Surcharge Rebate Info

Within a week of receipt of the information, the employer shall provide the JHSC with any and all information about surcharges and/or rebates from WSIB under their NEER program.

P-7 The parties agree that Team Leaders or those nurses in charge when management personnel are not in the facility for the purposes of the *Occupational Health and Safety Act*, under *Sections 27(1)(2)* and as amended, are Supervisors under the Act and are entitled to training under the Act.

ARTICLE Q – MISCELLANEOUS

Q-1 The Hospital will provide bulletin board space at each site for the purpose of posting notices regarding meetings and otherwise restricted to Association matters. No such notice shall be posted without the prior approval of the Chief Executive Officer or designate.

Q-2 Nurses shall be permitted to wear coloured uniforms of their choice provided they conform with the existing policy. Identification badges provided by the Hospital must be worn on all uniforms.

The Hospital agrees to provides scrub clothing to staff working in OR and Recovery Room at no cost to the nurse. In addition, nurses in Emergency and Recovery Room and any nurse who is travelling on ambulance escort will be allowed the option of using scrub gowns/clothing.

Q-3 A copy of all correspondence will be copied to the Bargaining Unit President and all site representatives.

Q-4 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for a ONA job posting will be notified in writing prior to the posting of the successful candidate.

Q-5 Retiree Benefits – Process for Payment

Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in Article 17.01 (h) and 17.01 (i) will be invoiced on a monthly basis.

LOCAL SIGNING PAGE

Dated at Walkerton, Ontario, this 25th, day of January, 2021.

FOR THE EMPLOYER



Director, Human Resources

FOR THE ASSOCIATION



Labour Relations Officer



Bargaining Unit President

The above noted signatures shall also serve as agreement and approval of any and all Letter(s) of Understanding also attached herein.

LETTER OF UNDERSTANDING

Between:

SOUTH BRUCE GREY HEALTH CENTRE
[hereinafter referred to as the "Employer"]

And:

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

Re: Voluntary Part-Time Benefits

The parties agree that the issue of Voluntary Part-Time Benefits remains an open matter between the parties. The parties also agree to revisit should interest or carrier requirements change in the future.

LETTER OF UNDERSTANDING

Between:

SOUTH BRUCE GREY HEALTH CENTRE
[hereinafter referred to as the "Employer"]

And:

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

Re: Weekend Worker

Weekend worker may be introduced on an individual basis to meet the preference of an individual or the Hospital's need for weekend staff.

The schedule shall meet the requirements of 13.04, and shall normally consist of sixteen (16) extended tours in a six (6) week period. Any changes in schedules will be discussed with the Association prior to the posting of weekend worker.

The schedule may be discontinued by either party with a minimum written notice of three (3) months. This notice period may be reduced if the parties mutually agree to discontinue.

Note: Nurses requesting weekend work cannot expect to be scheduled for tours during the week nor offered additional tours unless no other part-time nurse is available.

LETTER OF UNDERSTANDING

Between:

SOUTH BRUCE GREY HEALTH CENTRE
[hereinafter referred to as the "Employer"]

And:

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

Re: 2D2N-Amended Scheduling: Innovative Unit Scheduling Trial

It is understood that there shall be no additional cost factor to the Employer by implementing a 2D2N Amended rotation.

Recognizing the discontinuation notice (Oct. 25/17) provided by the Employer to ONA regarding 2D2N scheduling, the parties are agreeable to trial an amended version of 2D2N scheduling (titled: 2D2N-Amended) as described herein.

The specific start and stop dates of the trial period remain to be determined, but are estimated to be: start with the schedule period beginning on September 9, 2018; conclude with the schedule period ending on approximately March 9, 2019.

During the Trial:

In approximately January 2019, the parties shall meet to assess the trial 2D2N-Amended scheduling and discuss respective interests in continuing or discontinuing such scheduling. Nearing conclusion of the trial period the Union will conduct a vote to determine the nurses' level of support regarding a permanent implementation of 2D2N-Amended scheduling. All nurses across the entire bargaining unit will be eligible to vote, except for those nurses assigned exclusively to Operating Room units.

Once the initial trial period has concluded, the 2D2N-Amended scheduling will be considered for extension, site by site, when:

- (a) Eighty percent (80%) of the nurses eligible to vote within the site so indicate by secret ballot; and
- (b) the Hospital agrees to extend the trial period within the site. Such agreement shall not be withheld in an unreasonably arbitrary manner.

If and when 2D2N-Amended scheduling trial has been extended, such 2D2N-Amended scheduling may be discontinued, site by site, when:

- (a) Fifty percent (50%) of the nurses eligible to vote within the site so indicate by secret ballot; or
- (b) the Hospital, because of:

- i) adverse effects on patient care, or
 - ii) an inability to provide a workable staffing schedule within the site, states its intention to discontinue the 2D2N-Amended schedule.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
- i) The parties shall meet within two (2) weeks of the issued notice, to review the request for discontinuation; and
 - ii) where it is determined that the 2D2N-Amended schedule will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.

Terms Applicable to the 2D2N-Amended Scheduling

The parties agree as follows:

The scheduling provisions contained in Article H-8 (d) are applicable to the 2D2N-Amended scheduling except as amended below:

- (a) (Full-time only) Nurses shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the nurses shall be paid premium for the fifth and subsequent tour(s) until a day off is scheduled, except where such tours are the result of an exchange of tours with other nurses or at the request of the nurse where such request can be accommodated as part of the master rotation.
- (b) The Employer will endeavour to schedule each nurse in a traditional DDNN pattern. However, once per nurse per six (6) week schedule, the Employer may schedule or change the schedule of the nurse so that one DDNN "block" is changed to either a DDDN or DNNN block; in this circumstance, no premium will be payable related to the schedule being four (4) consecutive extended tours albeit in a pattern different than a DDNN pattern. Any changes to a nurses' schedule will require notice consistent with the provisions of Article 14.12; where the change is made with less than forty-eight (48) hours of notice to a full-time nurse and less than twenty-four (24) hours of notice to a part-time nurse, applicable premiums will apply.
- (c) Premium Pay on Weekends
A nurse will receive premium pay as defined in Article 14 for all hours worked on a fourth (4th) consecutive and subsequent consecutive weekend, save and except where:
 - i) Such weekend has been worked by the nurses to satisfy specific days off required by such nurses; or
 - ii) Such nurses have requested weekend work; or
 - iii) Such weekend is worked as the result of an exchange of tours with other nurses.

All schedules will be done on the basis that each full-time nurse will be scheduled for one thousand, nine hundred and fifty (1,950) hours per year. To reach the one thousand, nine hundred and fifty (1,950) worked hours, staff will be scheduled one hundred and thirty-five (135) additional hours to fulfil the gap between the 2D2N-Amended rotation and one thousand, nine hundred and fifty (1,950) hours.

LETTER OF UNDERSTANDING

Between:

SOUTH BRUCE GREY HEALTH CENTRE
[hereinafter referred to as the "Employer"]

And:

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

Re: Individual Special Circumstances - Scheduling

In accordance with Article 13.05 the parties agree to introduce the following special circumstance consideration for reduced work week.

1. Individuals interested in reduced work week shall make an application in writing outlining the circumstances that has led to the request.
2. Applications shall be for a limited time period, not to exceed one year. It is noted that individuals may reapply on an annual basis.
3. The Hospital retains the right to limit the number of staff per site/corporation. Applications shall be assessed on an individual basis. Refusal to grant reduced work week will not be the subject of a grievance.
4. Vacation, holidays and stats will be pro-rated accordingly.
5. The nurse will retain full-time status including service and seniority and no reduction in the Hospital's or the nurse's pension deduction below the required amount for a usual thirty-seven and one-half (37.5) hour work week.
6. In the event a nurse accepts additional shifts, overtime will be paid when she/he exceeds two hundred and twenty-five (225) hours per the six (6) week schedule.
7. Special circumstance arrangements may be discontinued by either party with forty-five (45) days notice. Discontinuation shall not be subject to grievance.
8. The nurse will maintain full benefit coverage for extended health coverage, semi-private and dental benefits.
9. To facilitate scheduling, where possible, a mutually agreeable master schedule shall be created. This master schedule shall include weekends as per the full-time rotations.
10. It is understood that in the event the employee resigns, transfers, is laid off or terminated, the arrangement will be deemed discontinued immediately, unless the parties agree otherwise.

11. Each Individual Special Circumstance arrangement granted by the Hospital will require signed agreement of the Hospital, the Union Bargaining Unit President and Labour Relations Officer and the employee involved.

LETTER OF UNDERSTANDING

Between:

SOUTH BRUCE GREY HEALTH CENTRE
[hereinafter referred to as the "Employer"]

And:

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

Re: Establishment of an Ad Hoc Working Group

The Parties agree to form an Ad Hoc Working Group which will be comprised of the attendees of the Hospital Association Committee to discuss the following items, but not limited to:

1. Article B-5 - Multi-site job postings;
2. Consideration for job postings to state a primary geographic site and related allotment of hours thereof;
3. Consideration of job postings that contain multiple unit designations, i.e. to state a primary unit and related allotment of hours thereof.

The Committee will hold their first meeting by May 31, 2018 and will establish a regular meeting schedule in conjunction with regularly scheduled Hospital-Association Committee (HAC) meetings.

LETTER OF UNDERSTANDING

Between:

SOUTH BRUCE GREY HEALTH CENTRE
[hereinafter referred to as the "Employer"]

And:

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

Re: Electronic Grievance Forms

The parties agree that hard copy grievance forms and or an electronic version of the O.N.A. Grievance Form (found at Appendix 1 of the Hospital Central Agreement) are both valid for purposes of Article 7 of the Hospital Central Agreement, and will be accepted as original.

Electronic grievance forms may be sent, via email, to Human Resources, or the identified designate.

The electronic typed signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.

The Union undertakes to get a copy of the electronic version signed by the individual grievor (if applicable), should the grievance proceed to a Step No. 2 Grievance Meeting, such signed copy will then be provided to Human Resources.

LETTER OF UNDERSTANDING

Between:

SOUTH BRUCE GREY HEALTH CENTRE
[hereinafter referred to as the "Employer"]

And:

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

Re: Electronic Professional Responsibility Workload Report Forms

The parties agree that hard copy Professional Responsibility Workload Form (PRWRF) (found at Appendix 6 of the Hospital Central Agreement) and or the electronic PRWRF are both valid for purposes of Article 8 of the Hospital Central Agreement, and will be accepted as original.

Electronic PRWRFs may be sent, via email, to the applicable Manager or designate, with a concurrent copy also to be provided to Human Resources and the Union Bargaining Unit President.

The electronic typed signature of the employee(s) will be accepted as the original signature.

The Union undertakes to get a copy of the electronic version PRWRF signed by the employee(s), if so requested by the Employer.