

MEMORANDUM OF SETTLEMENT

BETWEEN

SUDBURY REGIONAL HOSPITAL

AND

ONTARIO NURSES' ASSOCIATION

The parties agree that the terms of this Memorandum of Settlement constitutes full settlement of all issues for a renewal Appendix 5 –Appendix of Local Provisions for the contract term April 1, 1998 to March 31, 2001, and the undersigned representatives do hereby agree to recommend acceptance of the terms of this Memorandum to their respective principals.

## APPENDIX 4

### SUPERIOR BENEFITS

#### SPECIAL PREPARATION BONUS

These allowances shall be paid only when in the judgement of the Hospital, the position of the employee requires the educational qualifications set out below:

- six (a) Successful completion of a course in Nursing Unit Administration (CHA/CNA) or (6) months Post Graduate Course - \$15.00/month.
- (b) Baccalaureate Degree - \$55.00/month.
- (c) Master Degree - \$100.00/month.

D-3 Transferred Nurses' Representatives

In the event that a nurse representative is transferred from one unit of representation to another area, such nurse shall cease to be recognized by the Hospital as the nurse representative of the unit from which she was transferred.

D-4\*\*\*\*\* The Grievance Committee will consist of four **(4)** representatives. The Union will identify a **representative** who, if she attends grievance meetings on her day **off**, will receive pay at straight time or time in lieu where possible for hours spent in grievance meetings. Such hours are invisible for the purposes of determining premium.

D-5\*\*\* The Association-Hospital Committee will be comprised of six (6) members. The Union members and the President will, if they attend meetings on their day **off**, receive pay at straight time or time in lieu where possible for hours spent in meetings. Such hours are invisible for the purposes of determining premium.

ARTICLE E - SENIORITY

E-1 Seniority accrual determination shall be as of March 31<sup>st</sup> and September 30<sup>th</sup> in each year.

E-2 Seniority lists referred to in Article 10.02 shall be posted within four **(4)** weeks of the dates listed in E-1.

E-3\*\*\*\*\* For the purposes **of** short term **or** long term layoffs under article **10** of the central collective agreement, a current seniority list will be produced.

ARTICLE F - LEAVE OF ABSENCE -Association Business

F-1 Leave of Absence for Association Business referred to in Article 11.02 will be granted provided the number of nurses on such leave does not exceed one (1) from any nursing unit at any one time, unless otherwise mutually agreed. The total time of absence of all nurses granted under this clause shall not exceed an **aggregate** of one hundred (150) fifty days in a calendar year. The Association will endeavour to give two (2) weeks advance notice of the leave. Where less than two (2) weeks notice is given, the Hospital will endeavour to grant the leave. In calculating the above hundred **(150)** fifty day aggregate leave, any time spent by a nurse who is a member of the Board of the Ontario Nurses' Association, in attending Board meetings, shall not be included. It is understood this exclusion shall be limited to one nurse in the Hospital.

A nurse who has a scheduled day off on a day that she is required to attend an Association function, will if she so requests, and where possible be granted an alternate day off without pay, providing she has given as much advance notice as possible and no less than two (2) weeks' notice. The original scheduled day off will then be treated as a leave of absence for Association business under

## ARTICLE G - HOURS OF WORK

- G-1 A relief period, in accordance with the Central Collective Agreement, will be allowed during the first and second half of each shift.
- G-2 There is no requirement to remain on the premises during the unpaid meal break. The hospital is to arrange meal break coverage whenever possible. In the event that the nurse is required by the hospital to remain on the premises they will be paid straight time for the unpaid portion of the shift. If required to stay on the unit the nurse will be paid in accordance with article **14.03**. The unpaid portion of an 11.25-hour shift is 45 minutes total and in a 7.5 hour shift is 30 minutes total.
- G-3 Night shift is the first shift of the day and begins at 2330 hours or 1930 hours of the previous day. Other agreed upon practices may remain in place until Program is merged to one site.

### Shift Definitions

- G-4 Day shift is defined as being when the majority of hours fall between 0730 and 1530 hours.

Evening shift is defined as being when the majority of hours fall between 1530 and 2330 hours.

Night shift is defined as being when the majority of hours fall between 2330 and 0730.

The noted definitions apply:

(i) when determining shift premium applications as set out in Article **14.10** of the central agreement and

(ii) when determining the displacement of staff in accordance with Article **10.07** (a).

- G-5
- (a) Where full-time nurses are working seven (7) seven and one-half (7-1/2) hours, they will have a choice of days and evenings or days and nights.
  - (b) Regular part-time nurses who are currently working seven and one-half (7-1/2) hours with a choice of days and evenings or days and nights, will be permitted to continue this practice until there is a program consolidation. At that time, regular part-time nurses in the affected Unit will vote on any proposed schedule change.
  - (c) At least fifty percent (50%) of the full-time nurse's shifts shall be on the day shift when mathematically feasible.

- (d) The Hospital will make efforts to ensure pre-scheduled day shifts are shared equally where practicable amongst part-time nurses on a unit.
- (e) A nurse will be granted permanent evenings or night shifts upon request, where possible, at the Hospital's discretion.

G-6 Commitment – Part-Time

A regular part-time nurse must be available to work at least forty-five (45) hours per two (2) week pay period. When additional shifts are available at the point of developing the schedule, nurses will be pre-booked for additional shifts in accordance with Article H (Scheduling Regulations) unless they request otherwise. When additional shifts are available following the posting of the schedule additional shifts will be offered to all nurses in accordance with Article H (Scheduling Regulations) unless they request otherwise. Such requests must be submitted in writing by September 1<sup>st</sup> of each year and will cover a twelve (12) month period beginning on October 1<sup>st</sup>.

ARTICLE H - SCHEDULING REGULATIONS – FULL-TIME AND PART-TIME

Principles of Scheduling

H-1\*\*\*\*\*

- (a) Schedules will be posted four times per year, **two (2)** weeks in advance of the pay periods commencing with the first pay period of June, December, March and the second pay period of September.

Any anticipated delay or change in the duration will be discussed in advance and agreed upon by the Union and the manager of the unit.

Units with scheduled closures may post for a lesser period of time which will be discussed in advance by the Union and the manager of the unit.

Units who cannot operationalize H-1 (a) will meet with the Union to review why they are unable to meet the scheduling requirements. Any revised agreement will ensure that the summer and Christmas windows are kept intact.

- (b) Master rotations will not be changed without consultation between the Manager and the staff of the unit.

\*\*\* When more than one option is available all nurses will vote, by secret ballot, to determine which schedule will be implemented. The option that receives the majority of the votes will be implemented.

Requests for specific days off are to be submitted, in writing, at least two (2) weeks in advance of posting. Such requests will not be unreasonably denied

H-2

- (a) The Hospital agrees that it will not **preschedule** a nurse to work a requirement for more than seven (7) seven and one-half (7-1/2) hour consecutive shifts or three (3) consecutive extended shifts.
- (b) A period of at least sixteen (16) consecutive hours will be scheduled off between shifts worked by the nurse to prevent short changes on seven and one-half (7-1/2) hour shifts and twelve (12) hours for extended shifts or premium pay will apply.
- (c) Nurses who are working a combination of 7 ½ and 12 hour shifts follow the twelve hour shift language.
- (d) A shift is defined as a day, evening or night in accordance with Article **G** (Hours of Work). A short change, as per **H (2) (b)**, does not apply if scheduling or offering a like shift regardless of the start time of the shifts.

When a nurse works twelve (12) hour shifts and must stay to work overtime and does not receive **10** hours off between the end of the overtime and the start of her next shift, she will receive premium pay for all hours worked on that next shift.

When a nurse works seven (**7.5**) hour shifts and must stay to work overtime and does not receive **14** hours off between the end of the overtime and the start of her next shift, she will receive premium pay for all hours worked on that next shift.

- (e) There shall be no single days off **prescheduled** for full-time nurses unless mutually agreed.
- (f) A full-time nurse who normally rotates on shifts shall not be scheduled to work more than two (2) consecutive weeks on any one shift without her consent.
- (g) Any violation of H-2 (a-f) shall result in premium pay in accordance with Article 14.03.

H-3

### Weekend Work

- (a) Definition of a Weekend

A weekend is defined as at least fifty-six (56) consecutive hours off. The Hospital will endeavour to schedule the nurse **on** the day shift of the Friday prior to her weekend **off**. Whenever master rotations will allow, a **64** hour weekend may be scheduled.

- (b) For full-time and part-time, six (6) weekends out of twelve (12) weekends shall be scheduled off for nurses working 7.5 hour shifts and every other weekend off for nurses working extended shifts.

**H-4**      Third Weekend Premium

A nurse will receive appropriate premium pay in accordance with Article 14.03 for all hours worked on a third and subsequent consecutive weekend, save and except where:

- (a) such weekend had been worked by a nurse to satisfy specific days off required by such nurse; or
- (b) such nurse has requested weekend work: or
- (c) such weekend is worked as in accordance with Article H 8

**H-5**      Distribution of Part-time Hours BEFORE Posting of Schedule

- (a) The Hospital agrees to schedule regular part-time nurses on an equal basis up to the regular part-time commitment on the basis of seniority on the posted schedule for that unit.
- (b) Once all regular part-time nurses have been given the opportunity to work up to the regular part-time commitment, extra hours will then be offered to regular part-time nurses on the basis of seniority until the senior regular part-time nurse has the number of shifts she wishes or is in an overtime position. The remaining available shifts will be offered to the next senior regular part-time nurse in the same manner and so on.
- (c) Additional shifts will be offered to job sharers only after all regular part-time employees on that unit have been offered the work.

**H-6**      Offering Extra Hours AFTER Posting of Schedule (Call-Ins)

- (a) Extra hours will be offered as soon as possible when they become available.
- (b) When full-time hours become available as identified in article **10.06 (d)** and those hours are expected to exceed **14** calendar days, that vacancy will be filled in accordance with article **10.06 (d)**.
- (c) In offering extra hours, a notation is to be made on the schedules as to any attempts to reach a nurse at home, refusal, answering machines, etc. A reasonable attempt is to be made to reach a nurse; however, if after a call is made to a primary and secondary number and the nurse is not available or not reached, depending on the urgency/time of day, etc., the next nurse is tried until the shift is covered.

- (d) If the hospital should obtain the appropriate technology to support greater flexibility in offering shifts either party may give notice of desire to negotiate a new process.
- (e) Refusals, cancellations and sick calls will not count when additional hours are being offered.

H-7

Order of Offering Extra Hours AFTER schedule posted

- (a) After posting of the schedule, available hours will be offered subject to:
  - (i) A nurse in a premium position may be skipped to offer the hours to a nurse, in the order set out below, who is not in a premium position.
  - (ii) A fourth consecutive extended shift may be offered with no premium attached.
- (b) Part-time nurses in the unit with the least number of hours below commitment in the pay period, by seniority, must be first offered.
- (c) Once all regular part-time nurses in the unit have been given the opportunity to work up to the regular part-time commitment, extra hours will then be offered to regular part-time nurses in the unit on the basis of seniority until the senior regular part-time nurse has the number of hours she wishes or is in an overtime position.
- (d) Once regular part-time nurses in the unit have been offered in accordance with (a) (b) and (c), remaining extra hours may be offered to job sharing nurses in the unit, in order of seniority.
- (e) Once regular part-time nurses in the unit have been offered in accordance with (a) (b) (c) and (d), remaining extra hours may be offered to part-time nurses from the unit's secondary pool, in order of seniority.(see definition of "secondary pool" article (g))
  - (i) The secondary pool nurse is responsible to notify the Manager or her designate on her Home Unit at the time of accepting a shift off of the unit. Written verification will be submitted to the Manager as soon as possible. Hours accepted by a nurse OUTSIDE of her home unit count on her home unit when additional hours are being offered
  - (ii) The Secondary pool nurse is responsible for determining whether the extra hours will lead to premium pay, and for declaring such. If the nurse fails to declare she is in a premium situation and works the hours she will be paid straight time.



- (iii) A unit nurse who is inadvertently missed for hours as a result of the foregoing will be offered the next available shift in accordance with article (f).

(e) Offering Premium Hours

Premium hours will be offered on the basis of seniority, to regular part-time nurses on the unit, then to job-sharers on the unit, then to full-time nurses on the unit, then to nurses in the unit's secondary pool with the condition that a nurse in an enhanced premium position may be skipped. A nurse in an "enhanced" premium position is a nurse who is in a position of potentially gaining more \*\*\*\*than a single premium shift.

(f) Missed shifts

Should a nurse be inadvertently missed on a call-in shift, she will be Offered the next available shift that she is able to work.

(g) Definition of a secondary pool

A unit manager may establish a secondary pool of part-time nurses from outside the unit. To become part of the secondary pool of a unit a nurse must submit a written request to the supervisor of the unit for approval. Approval will be subject to:

- (i) the number of secondary part time nurses required (as determined by the supervisor)
- (ii) previous work experience on the unit (nurses not requiring orientation)
- (iii) availability
- (iv) date of submission of request
- (v) all else being equal, approval will be on a first come first served basis.
- (vi) A supervisor may discontinue the pool by giving the nurses, in the pool, 30 days notice.
- (vii) Availability will be reviewed on a schedule by schedule basis. Nurses not available for shifts on a regular basis will be terminated from the pool.
- (viii) A nurse may leave the pool by giving the supervisor 30 days notice.

Mutual shift change (MSE) is defined as trading of an agreed upon number of hours between two (2) nurses after the schedule is posted.

- (i) An MSE producing more than 10 consecutive days off during primetime will not ordinarily be approved.
- (ii) MSE hours worked in a pay period count, in the total hours worked, when additional shifts are offered in accordance with Article H-7 and H-8.
- (iii) MSE hours worked in the pay period count towards premium pay only if the Hospital offers the nurse an additional shift and the total hours worked exceed 75 hours.
- (iv) MSE hours will not lead to premium pay under articles H-2 (d) and H-4, either in or outside the pay period in which the exchanged shift is worked.

(b) Leave of Absence (LOA)

Leave of Absence (LOA) is defined as a request for time off without pay.

An LOA will count when additional hours are being offered.

\*\*\*\*\*An LOA will not count towards overtime entitlement.

(c) Vacation (VAC)

Vacation (VAC) is defined as an earned benefit & considered to be paid time off for both full-and part-time nurses for the purpose of requesting time off.

Vacation will not count towards overtime entitlement for regular part-time nurses.

VAC, whether or not it is prescheduled, will count when additional hours are being offered.

\*\*\*A vacation week for part-time nurses will be taken in week blocks and will count as 22.5 hours for scheduling purposes.

(d) Time-in-Lieu (TIL)

TIL is defined as earned time banked by the nurse.

TIL does not count towards overtime entitlement for full- or part-time nurses.

TIL will not count when additional hours are being offered.

(e) Requesting and replacing for a schedule change

Responsibility for covering and approving time off is as follows:

- (i) A nurse may arrange to exchange a shift with another nurse and submit the MSE to the supervisor for approval. Such request will be approved subject to the conditions set out in article H (8) (a) above.
- (ii) A nurse manager or her designate will arrange to cover approved LOAs, VAC and TIL. The manager may deny such requests based on the operational needs of the organization, and in so doing, will provide the nurse with reasons for the denial. Special circumstances will be given consideration.
- (iii) Requests for time off under this article are to be submitted by 1200 hours Monday or 1200 hours Thursday. The manager will respond within 48 hours.
- (iv) If more than one nurse requests time off for particular hours, and the hours are available, time off will be granted in the following order:
  - (1) VAC/TIL on a first come first served basis
  - (2) LOA on a first come first served basis.

H-9

\*\*\*SATELLITE SCHEDULING-NEPHROLOGY

- (a) A “satellite” is defined as a dialysis unit managed by the Hospital (regional centre) but located in another facility.
- (b) A “cluster” is defined as a grouping of satellites as follows:
  - (i) Kapuskasing, Kirkland Lake & New Liskeard
  - (ii) Elliot Lake & Manitoulin
  - (iii) Parry Sound and Sudbury
- (c) Shift schedules for Nephrology Satellites shall be posted two (2) weeks in advance and shall cover an eight (8) week period.
- (d) Within a satellite, shifts will be distributed equally among the nurses of the satellite.
- (e) For satellite scheduling, the manager may establish a secondary

satellites. A nurse may submit a written request to the manager of the unit for approval. Approval will be subject to:

- (i) the number of secondary part-time nurses required (as determined supervisor)
  - (ii) availability
  - (iii) date of submission of request
  - (iv) All else being equal, approval will be on a first come first served basis.
  - (v) A supervisor may discontinue the pool by giving the nurses, in the pool, 30 days notice.
  - (vi) Availability will be reviewed on a regular basis. Nurses not available for shifts on a regular basis will be terminated from the pool.
  - (vii) A nurse may leave the pool by giving the supervisor 30 days notice.
- (f) When nurses in a satellite are unable to cover the work of the satellite, hours will be distributed by seniority to nurses in the secondary pool for the satellite. The secondary pool nurse is responsible for her own travel between satellites.
- (g) When no satellite nurses and no secondary pool nurses are available for work in a satellite, the regional centre may send a nurse, by seniority, from the satellite cluster. The travel between satellites will be paid by the Hospital.
- (h) When no satellite nurses and no secondary pool nurses and no cluster nurses are available for work in a satellite, the regional centre may send a nurse who volunteers, by seniority, from regional centre. Travel between the centre and the satellite will be paid by the Hospital.
- (i) When no satellite nurses are available for work in a satellite, the Hospital reserves the right to select the most cost effective solution, including patient travel.

H-10

#### CHRISTMAS/NEW YEARS TIME OFF

- (a) The scheduling regulations will not operate for pre-scheduling purposes during the two consecutive pay periods in which Christmas and New Year's fall. Should Christmas and New Year's fall in one pay period the Hospital will choose the four (4) week window (always consisting of two pay periods). Following posting,

the schedule regulations will apply when additional shifts are offered.

- (b) When **pre-scheduling**, the Hospital will ensure that nurses working twelve (12) hour shifts will not be scheduled for more than **6** out of **12** weekends. Nurses working eight (**8**) hour shifts will not be scheduled for more than **7** out of **12** weekends. Managers will not book nurses for more than three consecutive weekends in a row **during the course of the schedule.**

\*\*\*\* (c) Christmas schedules shall be posted by Nov 15

- (d) A nurse shall be scheduled off duty at least five (5) days at either Christmas or New Year's unless the nurse requests otherwise and the Hospital agrees. For the purpose of this Article the five (5) days shall be consecutive.

- (e) Time off at Christmas shall include from 1930 December 23<sup>rd</sup> until 1930 December 26<sup>th</sup>, and where possible to 0730 December 27<sup>th</sup>.

Time off at New Year's shall include from 1930 December 30<sup>th</sup> to 0730 January 2<sup>nd</sup>.

- (g) The Hospital will endeavor to alternate staff having Christmas or New Year's time off each year.

## H-11

### STANDBY

- (a) Standby duty for paid holidays and long weekends shall be equitably distributed on a rotating basis.
- (b) Standby assignments shall be posted at the same time as the shifts of duty schedules. Employees shall be permitted to exchange their standby assignments.

employees scheduled for standby shall be provided with beepers.

- (d) **A** full-time employee will not be scheduled for standby on a scheduled day off or scheduled on a weekend off. It is understood that in areas where there is an insufficient number of part time nurses, the manager will meet with the unit and develop alternative means of providing standby coverage, such as consideration for establishing a secondary pool **of** qualified part-time nurses for standby coverage, or increasing the part-time pool, or allowing full time nurses to volunteer.

- (d) **No on-call** will be scheduled on the weekend prior to vacation.

- (e) The Hospital will endeavour not to have part-time nurses average a greater amount of standby than **full-time** nurses.

- (f)\*\*\*\* (i)The Hospital will compensate a nurse **on-call** by crediting the nurse with time off in lieu at time and one-half (**1-1/2**) for all time spent on the phone to resolve the problem

The test shall run for a six-month period after which the nursing participants will indicate by a sixty percent (60%) vote by secret ballot their willingness to continue with the agreement of the Manager.

Registered nurses participating in self-scheduling shall be responsible for scheduling their paid holidays and lieu days in accordance with the guidelines.

The Manager shall review and approve the self-scheduling schedules to assure that adequate nursing coverage is maintained. Such approval shall not be unreasonably withheld.

Cancellation of the self scheduling by either Sudbury Regional Hospital Corporation or the Ontario Nurses' Association shall be with ten (10) to twelve (12) weeks written notice to the other.

The Collective Agreements shall apply in all respects.

H-14 Where the Hospital needs to schedule less than **7.5** hours the Hospital shall:

- (a) schedule these shifts equally;
- (b) grant a paid rest period;
- (c) not schedule part-time nurses to solely work less than **7.5/11.25** hours;
- (d) notify the nurse immediately if the shift is expected to become **7.5/11.25** hours; and,
- (e) ensure that all provisions of the Collective Agreement apply should the shift become **7.5** hours or more.

H-15 Cancellation

- (a) If it becomes necessary to cancel one of the day shifts on any unit, the least senior nurse shall be the one to be cancelled, regardless of the start time of her shift. Cancellation provisions are separate for full and parttime nurses.
  - (b) As a result of (a) above, it may be necessary to alter the day shift start time of one of the other scheduled nurses.
  - (c) If this results in a period of less than sixteen (**16**) hours between day shifts for any nurse affected by this change, premium pay shall not apply.
  - (d) It is understood that a part-time nurse may only "bump" another part-time nurse. A full-time nurse may only "bump" another full-time nurse.
- \*\*\*\*\*

**ARTICLE I - PREMIUM PAYMENT**

I-1 Where a nurse has accumulated approved overtime hours and chooses equivalent time off in accordance with the Central Collective Agreement, such time off must be taken within sixty (60) days at a time mutually agreeable to the nurse and the Hospital. Otherwise the Hospital shall revert to payment of premium rate. On units on which a closure is anticipated, an extension of the sixty (60) day period may be agreed upon between the nurse and the Hospital.

**ARTICLE J - PAID HOLIDAYS**

J-1 The Hospital recognizes the following designated paid holidays for all nurses:

New Year's Day (Jan. 1)	Canada Day (July 1)
Second Monday in February or Heritage Day (if so proclaimed)	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Friday prior to Victoria Day	Christmas Day (Dec. 25)
	Boxing Day (Dec 26)
	Victoria Day

\*\*\*\*

Full-time nurses are entitled to **90** hours of paid holiday time per year . Paid holiday hours may or may not be incorporated into the master schedule.

J-2 Where the nurse is entitled to a lieu day, such day off must be taken within six (6) weeks of the date on which the holiday was observed, to be taken on a day arranged between the nurse and her immediate supervisor or payment shall be made in accordance with the Central Collective Agreement.

J-3 A holiday shall be deemed to begin at 2400 of the preceding day and to end at 2400 on the day on which it is observed.

On units on which a closure is anticipated, an extension of the six (6) week period may be agreed upon between the nurse and the Hospital.

J-4 Part-time Only

(a) When possible, it is also understood that a nurse required to work a paid holiday attached to a weekend will also be scheduled to work the weekend and visa versa.

(b) This applies to those nurses working both 7.5 hour and 11.25 hour shifts.

**ARTICLE K - VACATION**

K-1 Effective the first pay period October, 2000 the date for determining vacation entitlement for full-time nurses will be their service date. Nurses will begin accruing at their next entitlement level on their service date.

Full-time nurses will have access to the total number of vacation hours in their accrual banks. They will not be eligible to carry more than **two (2)** years of entitlement in their vacation banks at any time. Nurse who have more than a **two (2)** year entitlement will be given notice that she will be scheduled off work or in extenuating circumstances have the additional entitlement hours paid out.

K-2 For those nurses entitled to four (4) weeks vacation total, up to the three (3) weeks of vacation in a total calendar year shall be allotted to a nurse if requested in prime time, (as defined in article **K-8**) and the fourth week at a time acceptable to the Hospital. The three weeks may be taken consecutively if available.

K-3 Nurses who are entitled to five (5) or six (6) weeks' vacation total, up to the first four (4) weeks in a total calendar year shall be allotted to a nurse, if requested in prime time, (as defined in article **K-8**) and the fifth and sixth weeks at a time acceptable to the Hospital. The four weeks may be taken consecutively if available.

- K-4
- ( i) Vacation request calendar shall be posted in conjunction with the master schedule as identified in Article **H**.
  - ( ii) The vacation calendar shall be filled fourteen (14) calendar days following posting of the master schedule.
  - ( iii) Approval for vacation shall be given within seven (7) calendar days following the deadline in (ii) above. Managers will use the amount of vacation in the nurse's bank at the time of approval to determine whether to grant or deny vacation.
  - ( iv) Vacation requests will be granted on the basis of seniority
  - ( v) A nurse may select from vacation not booked on a first-come-first-served basis.
  - ( vi) Vacation may be requested at any time during the year.
  - ( vii) Part-time vacation pay will be issued when nurses request up to twice a year. The payout for vacation(s) will consist of the amount accumulated in their vacation bank. A written request must be submitted directly to Payroll within fourteen (14) calendar days prior to the scheduled vacation. If vacation payment has not been requested, vacation payout will be provided in the last pay period in September by separate cheque.



(viii) It is understood and agreed that the Hospital will grant to nurses, in accordance with seniority, preference in selecting their vacation period. The Hospital reserves the right to grant or deny vacation within the aforementioned notice period. Requests will not be unreasonably denied.

K-5 A vacation period is defined as a single day, consecutive days, or consecutive weeks during the entire year. Where operationally feasible, during prime time single days may be granted without counting as part **of** the vacation quota.

K-6 Additional monies flowing from Article 16.06 of the Central Agreement will be paid the first pay in September.

K-7 Prime time is defined as:

March Break

June 15 to September 15

Christmas – December 15 – January 8 (for purpose of vacation approval)

▪ K-8 Accumulated vacation hours and/or pay will be indicated on each pay stub

K-9 Vacation Cancellation

It is understood and agreed by the parties that the Nursing Unit Managers are under no obligation to grant the cancellation of the scheduled vacation once a rotation is posted, except otherwise provided in the Collective Agreement.

Should a part-time nurse request her vacation be cancelled and the request is approved, she will be entitled only to the call-in hours for the duration of that rotation

## **ARTICLE L - BULLETIN BOARDS**

L-1 The Hospital shall provide space on bulletin boards at each site upon which the Association shall have the right to post notices of meetings and such notices as may be of interest to the nurses. The Association will inform the Hospital of the Nurse responsible for posting information on the Bulletin Board.

L-2 Job posting notices referred to in the Central Agreement will be posted on the bulletin boards of the main Hospital and locations off site where O.N.A. members are employed.

L-3 If and when the hospital should obtain the appropriate technology, the Hospital will provide access to that technology to disseminate the information in this article.

## ARTICLE M - JOB SHARING

M-1 If the Hospital agrees to a job-sharing agreement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis. Once granted will be on a trial basis for three (3) months. Once the trial period is completed the full-time nurse cannot revert to her former position.
- (b) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Manager of the Unit.
- (c) The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- (d) Each job sharer may exchange shifts with her partner, as with other nurses as provided by the Collective Agreement.
- (e)
  - (i) 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.
  - (ii) It is understood that only one (1) of the job sharers will work either Christmas or New Year's and the other job sharer will have time off or premium pay will apply.

### Coverage

- (f)
  - (i) Both job sharers will be given the option to cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit manager must be notified to book coverage. Job

sharers are not required to cover for their partner in the case of prolonged or extended absences.

- (ii) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-time and Part-time Agreements:

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit manager, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

#### Implementation

- (g) 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.
- (h) 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 made on the criteria set out in the Collective Agreement.
- (i) If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

#### Discontinuation

- (j) 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. It is also understood that the original position will revert to a full-time position.

M-2 In the event that a layoff is to occur within a unit, individuals in a job share arrangement will be considered the same status as the other part-time staff in the unit in terms of seniority and layoff. If one or both of the participants in the job share arrangement are laid off, the position will be dealt with under (i) above.

### ARTICLE N - PREPAID LEAVE

N-1 The Hospital agrees to approve the application of full-time and part-time nurses annually for the prepaid leave plan in accordance with the conditions of the

Central Agreement. At any given time, there will only be one full-time and one part-time nurse off per unit on the prepaid leave plan.

## ARTICLE P - MISCELLANEOUS

- P-2 The Hospital will continue the current practice of providing free of charge scrub gowns and/or lab coats in designated areas. These garments will not be worn to and from the Hospital.
- P-3\*\*\*\* The parties agree that the Hospital will provide at no cost two (2) working car batteries with cables and instructions for the nurses' use.
- P-4 In the event of an error in excess of one hundred dollars (\$100.00) in a nurse's pay, on request from the nurse, the Hospital agrees to provide a make-up cheque to the nurse within two (2) business days following the verification of the error.
- P-5 Booklets
- (a) The parties agree that this Collective Agreement shall be available in the French Language.
  - (b) If there should be a discrepancy, conflict or difference in meaning between the English and French versions of this Collective Agreement the meaning of its English version shall govern.
- P-6 Prior to any changes in the current parking rates to reflect changes in the costs of providing parking services, the proposed changes will be discussed at the Association-Hospital Committee. In the event the Hospital changes the rates, the Association has the right to grieve.
- \*\*\*\*Designated parking spaces will be provided in close proximity to the Hospital for afternoon and night shift nurses at each site.
- The Hospital will arrange parking accommodation for staff who identify themselves to the Hospital as having special medical needs.
- P-7 The Hospital agrees to provide a voice mailbox for the **Local** President
- P-8 All nurses hired prior to July 1<sup>st</sup>, 1975, will be paid a uniform allowance of \$3.50 per month. The Hospital will provide the Union with the names of the nurses in this category. (Applicable to Laurentian Site only.)
- P-9 The Employer is responsible for renewing the SUB plan with E.I. immediately when changes are made and upon renewal of each Collective Agreement.
- P-10 The President of the Local Association at the Hospital will be assigned to day shift for the duration of her term in office unless otherwise mutually agreed. It is understood that such scheduling shall not interfere with the scheduling objectives of the Hospital and should not result in the Hospital incurring **additional premium pay to any nurses affected**

\*\*\*In recognition of the valued contribution of Union participation on Hospital sanctioned committees, the Union and the Hospital may identify committees other than those under article D. In the event the committee work occurs on a nurse's day off, the nurse will receive pay at straight time, or time in lieu where possible, for hours spent in committee work. Such hours will be invisible for the purposes of determining premium.

P-11 A nurse may ask for consideration in scheduling to allow her to pursue academic course(s) to further her education.

P-11 A nurse may ask for consideration in scheduling to allow her to pursue academic course(s) to further her education.

P-12 \*\*\*The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form #7 at the same time as it is sent to the Board.

#### **ARTICLE Q - VIOLENCE IN THE WORKPLACE**

- Q-1
- (a) Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will make every reasonable effort to rectify the abusive situation.
  - (b) The parties agree that if incidents involving aggressive patient action occur, such action will be recorded and reviewed at the Joint Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.
  - (c) The Employer shall notify the Union within seven (7) days of any employees who have been assaulted while performing her or his work. The assaulted employee may choose to have her or his name remain confidential. Such information shall be provided to the Association in writing as soon as possible. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Occupational Health and Safety Committee.
  - (d) When an employee, in the exercise of her or his functions, suffers damage to her or his personal belongings (clothing, watch, glasses, contact lenses or other prosthesis, etc.) the Employer shall provide for replacement or repair at no cost to the employee.

The employee will endeavour to present her or his claim to the Employer within seven (7) days after the event, unless it was impossible for her or him to do so during this period

#### **ARTICLE R – PROFESSIONAL DEVELOPMENT COMMITTEE**

LETTER OF UNDERSTANDING

REGARDING RATIO OF FULL-TIME TO PART-TIME NURSES

between

HÔPITAL REGIONAL DE SUDBURY REGIONAL HOSPITAL

(hereinafter referred to as the 'Hospital')

and

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

**The Hospital is committed to achieving the goal of a Hospital wide ratio of 60% full-time to 40% part-time nurses.**

By June 30, 2000 Administrative Directors will identify for the committee the end full-time/part-time ratio for each unit. For operational reasons unit ratios may vary, but the overall hospital full-time/part-time ratio will be 60/40%.

A joint committee comprised of 2 Hospital members and 2 Union members will be established and will meet by July 31, 2000, and thereafter as often as mutually agreed necessary, to develop strategies to implement the 60/40% ratio.

The committee will examine unit staffing needs and develop a plan prioritizing areas for increasing the full-time complement in collaboration with the manager for the service. The plan will include unit specific timetables to move the hospital towards its 60/40% objective by December 31, 2000.

The first phase of the plan will include posting a block of full time positions as soon as possible following the committee's initial meeting.

The parties recognize that there will be some reduction in part-time complement, however wherever possible, vacancies and attrition will be utilized to achieve the ratio.

In moving towards the ratio the parties recognize the need to maximize staff access to full-time opportunities while minimizing disruption of the current workforce. To that end the committee will fully explore creative options for achieving the ratio, including innovative scheduling and review of contract language that may be prohibiting the change in ratio.

This agreement may be revisited at any time by either of the parties.

## LETTER OF AGREEMENT

### REGARDING THE NEPHROLOGY SERVICE

between

HÔPITAL REGIONAL DE SUDBURY REGIONAL HOSPITAL  
LAURENTIAN SITE  
(hereinafter referred to as the 'Hospital')

and

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

As a result of discussions between the parties:

1. The Hospital assures the Association that it has no intention of eliminating the technical support staff. The Association understands that some circumstances may arise which prevent the availability of a technician. In such circumstances, the Hospital will make alternate arrangements as it has in the past.
2. When a technologist attends another site, a nurse will assess the patient, and if she anticipates needing further assistance based on the patient's clinical condition, the technologist will remain with the nurse. Otherwise the technologist will return to the unit. The nurse will provide rationale to the manager for her decision. Subsequently, if the nurse and the manager determine that skills upgrading is indicated, that will be provided to her. If the unit is closed, the technologist will remain with the nurse.
3. The Hospital will make rotation through one **home-training/follow-up** assignment available to nurses in the Nephrology service who are interested. The Hospital will assign the nurse for no more than **12** months at which time the position will be offered to qualified nurses who are interested.

\*\*\*\*Transplant, self care (2 positions), and **prospective/pre-transplant** nurse positions will be posted as permanent full-time positions on or before the full-time block of positions, referred to in the Letter of Agreement Regarding Ratio of Full-time to Part-time Nurses, are posted.

4. The parties agree that for the purpose of home visits and satellite visits the nurse may use her own vehicle with reimbursement as per Hospital policy, or request a rental vehicle from the Hospital.

LETTER OF AGREEMENT  
REGARDING NURSE LEADER

between

HÔPITAL REGIONAL DE SUDBURY REGIONAL HOSPITAL  
(hereinafter referred to as the 'Hospital')  
and

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

The parties agree to review at Joint Consultation the practice of using Nurse Leaders and/or Charge Nurses. In the interim, the parties agree to continue the current practice at each site.



LETTER OF UNDERSTANDING  
REGARDING SPECIAL PREPARATION BONUS

between

HÔPITAL REGIONAL DE SUDBURY REGIONAL HOSPITAL  
(hereinafter referred to as the 'Hospital')  
and

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

The parties agree that effective June 26, 1998, all nurses in receipt of Special Preparation Bonuses, other than those described in Appendix 4 of this Agreement, shall continue to receive their Special Preparation Bonus for as long as the nurse is employed by the Hospital. The Hospital agrees to prepare a list of names of affected nurses to be signed off by both parties.

LETTER OF UNDERSTANDING

between

HÔPITAL REGIONAL DE SUDBURY REGIONAL HOSPITAL  
(hereinafter referred to as the 'Hospital')

and

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

The Parties agree:

1. Laurentian Site employees will have their vacation accruals calculated as at April 1, 1999. The parties agree that this accrued vacation bank (hereinafter referred to as the AVB) will be tracked separately and shall be fully depleted within a twenty-four (24) month period from April 1, 1999. The scheduling of vacation will be determined at the local level between the supervisor and the employee. The twenty-four (24) month period may be extended if agreed to between the employee and his/her supervisor.
2. For the purposes of clarity, it is understood that for the period covering April 1, 1999 to March 31, 2000 Laurentian Site employees will be required to use vacation from their AVB. For the period of April 1, 2000 to March 31, 2001 and for all subsequent periods, employees will first use the vacation accrued from the previous year before being required to use vacation time from their AVB. Upon the depletion of the AVB, employees may use accrued vacation from the current year.
3. Nurses from Laurentian Site will receive their full vacation entitlement for the year April 1, 1999 to March 31, 2000 but will only receive money for credits accrued to March 31, 1999.

\*\*\*\*\*

# LETTER OF UNDERSTANDING

between

HÔPITAL RÉGIONAL DE SUDBURY REGIONAL HOSPITAL  
(hereinafter referred to as the 'Hospital')

and

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

\*\*\*\*\*

## RE: RETURN TO WORK OF DISABLED WORKERS

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

\*\*\*To that end, the Hospital and the Association agree to cooperate in facilitating the return to work of disabled employees.

- (a) A joint Return to Work Committee (RWC) comprised of an equal number of Association and Hospital representatives will be established. One of the Association representatives will be recognized as co-chair. The Committee will meet at least four (4) times each year. The Union co-chair, if she attends grievance meetings on her day off, will receive pay at straight time or time in lieu where possible for hours spent in grievance meetings. Such hours are invisible for the purposes of determining premium.
- (b) The Hospital will provide an updated list of information to the (RWC) before each quarterly meeting including the following:
  - (i) nurses absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits
  - (ii) nurses absent from work because of disability who are in receipt Long Term Disability benefits
  - (iii) nurses who have been absent from work because of disability for more than 23 months
  - (iv) nurses who are currently on a temporary modified work program
  - (v) nurses who are currently permanently accommodated in the workplace

- (vi) nurses who require temporary modified work
- (vii) nurses who require permanent accommodation in the workplace
- (c) A disabled nurse who is ready to return to work will provide the Occupational Health Service with medical verification of her ability to return to work including information regarding any restrictions.
- (d) When a returning nurse is in need of a permanent accommodation the Hospital will notify the RWC co-chairs and will provide to them the information obtained under (c) above.
- (e) As soon as practicable the co-chairs or their designates will meet with the affected nurse and the manager to create and recommend a return to work plan.
- (f) In creating a return to work plan, the committee and the manager will examine the disabled nurse's abilities and accommodation needs to determine if the nurse can return to her:
  - 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.
- (g) In creating a return to work plan, the committee will consider the nurse's abilities and accommodation needs, and if she **is** unable to return to work in accordance with article (f) above, the committee will identify any positions in the Hospital in which the nurse may be accommodated.
- (h) A nurse in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such a nurse will remain on the list of nurses requiring permanent accommodation provided under article (b) (vii) above.
- (i) The parties recognize that more than one nurse requiring accommodation may be suitable for a particular position or arrangement. In such cases the parties agree that in complying with articles (f) and (g) and (h) 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

DATED AT SUDBURY, ONTARIO, THIS 5th DAY OF JUNE, 2000

FOR THE HOSPITAL

Vanda Rogers  
Depe Marchbank  
J. Chaparr  
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\_\_\_\_\_  
\_\_\_\_\_  
R. Waters

FOR THE ASSOCIATION

Cathy Waters  
Jan Gundersen  
Jane Daurin  
Marilyn Deville  
Messerschlag  
Jody Andersen  
L. Simpson  
Nancy J.