

## **COLLECTIVE AGREEMENT**

Between:

**ALEXANDRA MARINE AND GENERAL HOSPITAL**  
(hereinafter referred to as "the Hospital")

And:

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

**Expiry Date: March 31, 2011**

**APPENDIX 3****SALARY SCHEDULES**

Registered staff nurses and graduate nurses shall be compensated for their services in accordance with the following salary grid:

**Registered Nurse**

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	27.67	28.50	29.36
1 Years	28.08	28.92	29.79
2 Years	28.55	29.41	30.29
3 Years	29.95	30.85	31.78
4 Years	31.37	32.31	33.28
5 Years	33.14	34.13	35.15
6 Years	34.91	35.96	37.04
7 Years	36.71	37.81	38.94
8 Years	39.31	40.49	41.70
25 Years	40.00	41.20	42.44

**Clinical Unit Leaders**

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	\$29.47	\$30.35	\$31.26
1 Years	\$29.83	\$30.72	\$31.64
2 Years	\$30.23	\$31.14	\$32.07
3 Years	\$31.64	\$32.59	\$33.57
4 Years	\$33.06	\$34.05	\$35.07
5 Years	\$34.84	\$35.89	\$36.97
6 Years	\$36.59	\$37.69	\$38.82
7 Years	\$38.40	\$39.55	\$40.74
8 Years	\$41.00	\$42.23	\$43.50
25 Years	\$41.72	\$42.97	\$44.26

**Graduate Nurses**

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	\$26.26	\$27.05	\$27.86
1 Years	\$26.69	\$27.49	\$28.31
2 Years	\$27.17	\$27.99	\$28.83
3 Years	\$28.56	\$29.42	\$30.30
4 Years	\$29.95	\$30.85	\$31.78
5 Years	\$31.67	\$32.62	\$33.60
6 Years	\$33.35	\$34.35	\$35.38
7 Years	\$35.07	\$36.12	\$37.20
8 Years	\$37.56	\$38.69	\$39.85

**Nurse Practitioner**

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	\$33.48	\$34.49	\$35.53
1 Years	\$33.98	\$34.99	\$36.05
2 Years	\$34.55	\$35.59	\$36.65
3 Years	\$36.24	\$37.33	\$38.45
4 Years	\$37.96	\$39.10	\$40.27
5 Years	\$40.10	\$41.30	\$42.53
6 Years	\$42.24	\$43.51	\$44.82
7 Years	\$44.42	\$45.75	\$47.12
8 Years	\$47.57	\$48.99	\$50.46
25 Years	\$48.40	\$49.85	\$51.35

**PART-TIME**

Part-time registered nurses and part-time graduate nurses shall be compensated for their services in accordance with the above salary grids.

The hourly salary rates inclusive of the percentage in lieu of fringe benefits shall be calculated in accordance with the following formula: applicable straight time hourly rate + 13%.

In addition to the above hourly rate, a regular part-time and a casual part-time nurse shall receive in lieu of all fringe benefits (being those benefits to a nurse paid in whole or in part by the Hospital as part of direct compensation or otherwise save and except salary, vacation pay, tour differential, standby pay, call back guarantee, responsibility allowance, bereavement pay, educational allowance, court attendance and reporting pay) an amount added to her hourly rate in lieu of fringe benefits an amount equal to thirteen percent (13%) of the hourly rate. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

**APPENDIX 4**

**SUPERIOR CONDITIONS**

Central  
Agreement  
Reference

- 5.05 The Hospital shall provide the Bargaining Unit President with a list of newly hired nurses, nurses on unpaid leaves of absence, and terminations: this list will contain information as to the classification, address, Social Insurance Number, date of employment and salary rate. In providing such lists, the Employer will include deletions (including terminations), and additions from the previous month.
- 14.01 If an employee is required to work overtime or previously unscheduled work on any one of the paid holidays, she shall be paid at the rate of double time and one-half (2 1/2) her regular rate of pay for all time so worked, with a minimum guarantee of four (4) hours at her regular straight time hourly rate.
- 15.01 (Part-time only)
- A part-time or casual nurse who works on one of the holidays outlined in Article H-1, shall be paid at one and one-half (1 1/2) times her regular rate for each hour worked on the holiday. Where, in addition, she is required to work additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled shift for such nurse), she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
- 16.01 (Full time only)
- Nurses who have completed one (1) or more years of continuous employment with the Hospital on April 30th of any year, shall be entitled to three (3) weeks' vacation with pay.
- 16.01 (Full time only)
- Nurses who have completed two (2) or more years of continuous employment with the Hospital on April 30th of any year shall be entitled to four (4) weeks' vacation with pay.
- 16.01 (Part-time only)
- Effective the date of ratification, all regular part-time general duty nurses will receive vacation pay based on a percentage of applicable earnings as follows:
- 200 tours or less - 6%
  - 201 tours to 400 tours - 8%
  - 401 tours or more - 10%

Central  
Agreement  
Reference

For new hires subsequent to ratification:

- 600 tours or less - 6%
- 601 tours to 3401 tours - 8%
- 3401 tours or more - 10%

16.03 (Part-time only)

For the purpose of earned vacation, continuous employment shall include employment in both full-time and part-time bargaining units. It is understood that part-time will be converted on the basis of 200 tours equals one year.

18.05 (Full time only)

Pre-employment and annual health examinations will be scheduled by the Hospital. These examinations will include chest x-ray and/or tests for tuberculosis, tetanus and polio, as specified in Clause 56 of the General Regulations under the Public Hospital Act.

Nurses who contract staphylococcus infection in the Hospital shall receive full medical treatment, medication and hospitalization at the expense of the Hospital where not covered under Workers' Compensation and where not covered under the other provisions of this Agreement.

19.09 (Full time only)

Education Bonuses - The Hospital will pay educational bonuses if utilized by the nurse in the Hospital as follows:

- (a) Special Clinical Preparation of three months or more. Nursing Unit Administration Course and any other course approved by the Hospital - \$15.00 per month.
- (b) One year University certificate or Diploma in Nursing -\$30.00 per month.
- (c) Bachelor of Science Nursing - \$40.00 per month.

It is agreed by the parties hereto that before a nurse shall be entitled to an educational bonus she must make known at the time of hiring any additional preparation she has beyond the basic preparation for registration. This exception is not applicable to nurses who, during their employment with the Hospital, have obtained additional preparation that qualified her for an educational bonus.

**APPENDIX 5**

**LOCAL ISSUES**

APPENDIX 3..... 1  
    SALARY SCHEDULES..... 1  
APPENDIX 4..... 3  
    SUPERIOR CONDITIONS..... 3  
APPENDIX 5..... 5  
    LOCAL ISSUES..... 5  
ARTICLE A - RECOGNITION..... 6  
ARTICLE B - MANAGEMENT RIGHTS..... 6  
ARTICLE C - COMMITTEES AND REPRESENTATIVES..... 6  
ARTICLE D - UNION INTERVIEW ..... 7  
ARTICLE E - SCHEDULING..... 7  
ARTICLE F - SENIORITY LISTS ..... 13  
ARTICLE G - VACATIONS..... 13  
ARTICLE H - HOLIDAYS..... 14  
ARTICLE I - LEAVES OF ABSENCE ..... 14  
ARTICLE J - BULLETIN BOARDS ..... 15  
ARTICLE K - PREPAID LEAVE PLAN ..... 15  
ARTICLE L - MODIFIED WORK/BACK TO WORK PROGRAMME ..... 15  
ARTICLE M - MISCELLANEOUS ..... 15  
ARTICLE N - JOB SHARING..... 17  
ARTICLE O - INTRODUCTION OR DISCONTINUATION OF EXTENDED TOURS ..... 18  
ARTICLE P – VIOLENCE IN THE WORKPLACE ..... 19

**ARTICLE A - RECOGNITION**

- A-1 This Agreement shall apply to all registered and graduate nurses employed in a nursing capacity by the Alexandra Marine and General Hospital at Goderich, save and except Head Nurses.
- A-2 The Employer recognizes the Union as the exclusive bargaining agent for all employees for whom the Union has been certified or voluntarily recognized as bargaining agent.

**ARTICLE B - MANAGEMENT RIGHTS**

- B-1 The Union acknowledges that it is the exclusive function of the Hospital to manage and direct its operations and affairs in all respects and, without limiting or restricting that function:
- (a) maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by the nurses, provided the same are not inconsistent with the provisions of this Agreement.
  - (b) to hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge nurses, and to assign nurses to shifts and to increase and decrease working forces, provided that a claim of discipline or suspension, or a claim by a nurse that she has been discharged without reasonable cause, may become the subject of a grievance and be dealt with as hereinafter provided;
  - (c) to determine the number and location of the Hospital establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Hospital; to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interests of safety and well-being of the Hospital patients and the public.
- B-2 These rights shall not be exercised in a manner inconsistent with this Agreement.

**ARTICLE C - COMMITTEES AND REPRESENTATIVES**

- C-1 The Local Committees as referred to in Article 6 of the Central Agreement, shall be limited to the following number of representatives:
- (a) five (5) nurses as Nurse Representatives, selected from five (5) different areas of the Hospital as listed below:
    - 1. Medicine and Intensive Care Unit
    - 2. Surgery and Obstetrics
    - 3. Dialysis and Operating Room

- 4. Emergency Room
- 5. Department of Psychiatry

- (b) A Negotiating Committee of two (2) full-time nurses and two (2) part-time nurses.
- (c) A Grievance Committee of three (3) nurses.
- (d) A Hospital-Union Committee of up to five (5) nurse representatives from the five (5) areas as listed in a) above.
- (e) One (1) full time and one (1) part-time nurse representative on the Accident Prevention - Health and Safety Committee.

C-2 The Hospital and the Union agree that the Hospital/Association Committee is the Committee to address the planning of professional development initiatives for nurses. This Committee shall satisfy all requirements as set out in Article 9 of the Collective Agreement.

C-3 The parties agree that the Scheduling Committee will have representation from each nursing unit and from the Management Group of the Hospital. The purpose of the Committee is to meet to develop guidelines for purposes of rotation development and call-in situations. Meetings are encouraged to take place on work time, but if the members of the committee are on time off, they will be compensated by the Hospital at straight time for the meeting time only.

C-4 The Hospital will endeavour to hold Hospital/Association Committee meetings requiring the attendance of the Bargaining Unit President during the Bargaining Unit President's scheduled day shift. When this is not possible, the Employer will pay the Bargaining Unit President or designate at her/his regular straight hourly rate for all time spent attending Hospital/Union meetings with the Employer outside her/his regularly scheduled hours. When required to attend meetings during her scheduled shift, the Hospital will adequately replace the Bargaining Unit President on her unit.

The Bargaining Unit President, or designate, will identify to the Hospital at each HAC Meeting those committee members who require payment under Article 6.03 (e) of the central Collective Agreement.

**ARTICLE D - UNION INTERVIEW**

D-1 The interview period as provided for in Article 5.06 will be scheduled during the nurse's orientation period. The Bargaining Unit President will be given notice of any new hires and their orientation dates so she may arrange for an interview.

**ARTICLE E - SCHEDULING**

E-1 There will be no less than a period of two (2) consecutive shifts between tours worked by a nurse without the consent of such nurse.

E-2 (a) The night shift shall be the first shift of the day.

(b) A weekend shall be defined as fifty-six (56) consecutive hours off between 15:15 hours on Friday and 07:15 hours on Monday. If working the night shift, a weekend shall be from 0715 hours on Friday to 2315 hours on Sunday.

E-3 Notifications for exchanges in posted time schedules must be submitted in writing, to the appropriate Clinical Unit Leader or designate. It is understood that such exchange in tour initiated by the nurse shall not result in overtime payment. It is understood that such exchange in tour initiated by the nurse is done so with a nurse of equal skills and ability.

E-4 Each nurse shall be scheduled off at least five (5) consecutive days at either Christmas or New Year's alternating on a yearly basis. Christmas shall be defined as Christmas Eve Day commencing at 07:15 hours, Christmas Day, and Boxing Day. New Year's shall be defined as New Year's Eve Day commencing at 07:15 hours and New Year's Day.

On October 1 each year, the Hospital shall post a Christmas and New Year's preference sheet and each employee on the unit shall indicate her preference on holiday time to be scheduled off. The preference sheet shall be removed on October 20 and the approved holiday schedule shall be posted no later than November 15. Time off at Christmas and New Year's shall be granted in accordance with the employee's preference, however, where that is not possible, preference will be given to the employee who worked the holiday in the preceding year. If a conflict between two or more nurses occurs in time off at either Christmas or New Year's, the resolution shall be decided by the Hospital based on seniority.

This scheduling regulation may be waived by mutual agreement between the Employer and the individual nurse involved.

This clause will not apply to employees who normally work the Monday to Friday shifts only.

E-5 (a) Standard Day - for overtime purposes and for application under 14.10 of the Central Collective Agreement the standard day for all nurses covered by the Agreement shall be defined as a twenty-four (24) hour period beginning at:

23:15 - 07:15 - Night Tour

07:15 - 15:15 - Day Tour

15:15 - 23:15 -Evening Tour

(b) For purposes of application of Article 14.15, the hours of the weekend definition shall be from 23:15 hours Friday to 23:15 hours Sunday.

E-6 In the event of adverse weather conditions or situations where a nurse is required to report to work and has no transportation, the Clinical Unit Leader/or designate, when possible, will attempt to arrange necessary transportation to the Hospital.

E-7 When it becomes necessary to cancel a nurse's tour, the individual making the call, at the Manager's or designate's direction, will inform the nurse involved of the cancellation.

E-8 Self-Scheduling

Self scheduling will occur when schedules are totally created by the staff nurse and agreed to by the Employer. Full time and part-time classifications may choose to vote separately.

(a) Self scheduling 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 self scheduling. Such agreement shall not be withheld in an unreasonably arbitrary manner.

(b) Self scheduling will be discontinued when:

- i) fifty-one percent (51%) of the nurses in the unit indicate by secret ballot.

(c) When notice of discontinuation is given by either party, then:

- i) the parties shall meet within two (2) weeks of giving notice to review the reasons for discontinuation with a view to resolving any problems.
- ii) where it is determined that the self scheduling will be discontinued, affected nurses shall be given a minimum of sixty (60) days' notice before the schedules are amended.

(d) Schedules established through self scheduling shall not violate the scheduling provisions set out in the Collective Agreement.

Full Time Scheduling

E-9 (Full time only)

The Hospital agrees that it will not require a nurse to work a schedule of more than seven (7) consecutive calendar days without her consent.

E-10 (Full time only)

Shift schedules shall be posted except in cases of emergency, two (2) weeks in advance and shall cover a four (4) week period. Requests for specific days off are to be submitted in writing to the Clinical Leader and/or Scheduler at least two (2) weeks in advance of posting, with a written reply given to the nurse within a week of the submission, or sooner, if possible.

E-11 (Full time only)

In any two (2) week period at least two (2) consecutive days off will be scheduled. The remaining two (2) days off may be split by mutual consent.

E-12 (Full time only)

The Hospital shall ensure each nurse every other weekend off. Should a nurse be required to work three (3) or more weekends in succession, she shall be paid premium pay as set out in Article 14.03 for all hours worked on the third (3rd) and subsequent consecutive weekend until a weekend off is scheduled. This shall apply save and except where:

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

E-13 (Full time only)

A nurse who rotates shall not be scheduled to work more than two (2) consecutive weeks on evenings or night shifts at one time. Nurses presently employed on permanent evenings or night shifts shall not be required to rotate.

E-14 (Full time only)

The Hospital will endeavour, in the case of nurses required to rotate, to schedule as far as reasonably possible, so that fifty percent (50%) of the working time is on day shift, over three (3) nursing schedules.

E-15 (Full time only)

When in the opinion of the Hospital, circumstances are such that the regular schedule cannot be adhered to, the Clinical Unit Leader and the nurses concerned shall attempt to arrange a mutually satisfactory time table. In the event of a disagreement regarding schedule of working hours in such cases, the Clinical Unit Leader shall make the final decision, subject to an individual nurse's right to grieve.

E-16 (Full time only)

No graduate nurse shall be in a charge position over an Ontario Registered Nurse.

E-17 (Full time only)

Registered nurses can request to work either

- (a) days/evenings or days/nights, or

- (b) permanent evenings or permanent nights

E-18 (Full time only)

Full time nurses accumulating approved overtime under Article 14.09 of the Central Collective Agreement and who elect to take time off in lieu, must take the time off at a time mutually agreed to between the nurse and the Hospital.

It is agreed that the hours accumulated from September 1<sup>st</sup> to March 1<sup>st</sup> must be cleared through payroll by September 1<sup>st</sup> and hours accumulated between March 1<sup>st</sup> and September 1<sup>st</sup> must be cleared through payroll by the following March 1<sup>st</sup>.

### Part-time Scheduling

E-19 (Part-time only)

- (a) The regular part-time commitment referred to in Article 2.05 shall be as follows:
  - i) Available for four (4) prescheduled tours per bi-weekly pay period.
  - ii) Available for two (2) out of four (4) weekends.
  - iii) Available for four (4) weeks during July and/or August.
  - iv) Available for work as scheduled on December 24, 25 and 26 or December 31 and January 1.
  - v) Available for work on at least four (4) additional holidays.
- (b)
  - i) All regular part-time nurses in a unit will be scheduled up to their committed hours by seniority before any casual part-time nurses are utilized.
  - ii) When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses, subject to the following:
    - A) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital;
    - B) A tour will be deemed to be offered whenever a call is placed and the shift is refused, or if no reply is made to the call. Provided the call is returned and the shift is not refused, no refusal will be noted.
    - C) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;

- D) When a regular 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 unit, if to do so is in accordance with existing hospital practice.
- F) For call-in purposes, a casual nurse will advise the Unit Leader of her unavailability for the following two (2) week period by Wednesday of the preceding week. She will not be called for any shifts that occur on the dates she has indicated that she is unavailable. If the availability should change, it is the nurse's responsibility to advise the Unit Leader and/or Scheduler as soon as possible.

E-20 (Part-time only)

The Hospital shall ensure that no regular part time nurse shall work more than two (2) weekends out of any four (4) weekends. Should a nurse be required to work three (3) or more weekends in succession, she shall be paid premium pay as set out in Article 14.03 for all hours worked on the third (3rd) and subsequent consecutive weekend until a weekend off is scheduled. This shall apply save and except where:

- (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- (b) such nurse has requested weekend work; or
- (c) such weekend is worked as a result of exchanging shifts with another nurse.

E-21 (Part-time only)

When a nurse is called in, such nurse is to be told in what capacity she is to be working and on which ward.

E-22 (Part-time only)

Part-time nurses may accumulate in lieu time off for hours on which they would receive premium payment on the same basis as full time. It is understood that this payment will be utilized to supplement wages not to replace scheduled tours. Accumulated lieu time may be used only in the following situations:

- (a) short term layoff
- (b) scheduled/pre-booked vacation
- (c) where in a week, there are not enough shifts available to fill the part-time commitment of four (4) shifts per biweekly pay period.

It is agreed that the hours accumulated from September 1<sup>st</sup> to March 1<sup>st</sup> must be cleared through payroll by September 1<sup>st</sup> and hours accumulated between March 1<sup>st</sup> and September 1<sup>st</sup> must be cleared through payroll by the following March 1<sup>st</sup>.

E-23 (Part-time only)

Any time worked in excess of the scheduled tour, which is less than seven and one-half (7 ½) hours, shall be compensated at premium rates of time and one-half (1 ½) the nurse's regular straight time hourly rate.

### **ARTICLE F - SENIORITY LISTS**

F-1 The Hospital will provide the Bargaining Unit President with three (3) copies of the seniority list as provided for in Article 10.02 of the Central Agreement in October and April.

### **ARTICLE G - VACATIONS**

- G-1
- (a) The date for determining vacation entitlement under Article 16.01 shall be the nurse's anniversary date.
  - (b) For scheduling purposes, the vacation planner will be from April 1 to March 31 of the following year.
  - (c) Vacation planner showing the nurse's seniority ranking shall be posted no later than January 15. The nurses, in order of seniority, will indicate their preferences for vacation no later than March 15. Each nurse will be permitted one week to complete their requests. Following their assigned week, requests will not be changed once submitted.
  - (d) The finalized vacation planner will be posted by the Hospital by March 31<sup>st</sup>.
  - (e) The finalized schedule for the time period of June 15<sup>th</sup> up to and including September 15<sup>th</sup> will be posted by April 30<sup>th</sup>.
  - (f) In scheduling vacation requests, preference will be given to nurses in accordance with their seniority provided the nurse exercises this right by March 15, after which time vacation requests, which must be in writing, will be scheduled on a first come, first served basis.
  - (g) The Hospital shall grant vacation requests subject to the staffing requirements of the Hospital.
  - (h) A nurse will be permitted to carry over the equivalent of one (1) year's vacation entitlement to the following year, upon written request to their Director. If the excess has been accumulated due to ungranted vacation requests, permission will not be denied to carry over.
  - (i) The Hospital shall allow the utilization of single vacation days. Preference for the granting of vacation shall be given to those employees who request a block of time in accordance with G-1 (c).

G-2 Prior to leaving on vacation, nurses shall request the date and time on which to report for work following vacation if the schedule has not been posted for such date.

G-3 Supplementary Vacation

Full time nurses entitled to supplementary vacation pursuant to Article 16.01 (f) of the Central Collective Agreement will request such vacation as per Article G-1. Unused supplementary vacation will be carried over to the following vacation year(s).

Part time nurses entitled to supplementary vacation pursuant to Article 16.06 of the Central Collective Agreement will request such vacation as per Article G-1. Unused supplementary vacation will be carried over to the following vacation year(s). The additional two percent (2%) vacation pay will be paid bi-weekly for a period of fifteen hundred (1500) hours from the date the nurse earns the supplementary vacation.

**ARTICLE H - HOLIDAYS**

H-1 The days designated under Article 15.01 are:

- |                             |                               |
|-----------------------------|-------------------------------|
| New Year's Day - January 1  | Family Day                    |
| Good Friday                 | Victoria Day                  |
| Second Monday in June       | Canada Day - July 1           |
| Civic Holiday               | Labour Day                    |
| Thanksgiving Day            | Remembrance Day - November 11 |
| Christmas Day - December 25 | Boxing Day - December 26      |

H-2 (Full time only)

The Hospital will endeavour to schedule off the Paid Holiday which falls on a Monday or a Friday to those nurses who are scheduled off on that particular weekend, if the nurse so requests.

H-3 (Full time only)

Lieu days off shall be scheduled where possible with normal days off or at some other time by mutual agreement of the full time nurse and the Employer. If no agreement is reached, the full time nurse will be paid for such holiday.

H-4 (Part-time only)

When a nurse is scheduled to work the weekend preceding a paid Monday holiday or following a paid Friday holiday, the Hospital will endeavour to schedule her to work such holiday if work is available.

**ARTICLE I - LEAVES OF ABSENCE**

I-1 Requests for leave of absence to attend to Union business are to be made in writing and submitted to the Clinical Leader and/or Scheduler when possible at

least two (2) weeks in advance. This permission shall not be unreasonably withheld.

- I-2 The Hospital agrees to grant leaves of absence without pay, to nurses elected to the position of Local Coordinator. Subject to reasonable notice, it is understood and agreed that a Local Coordinator shall be granted such leave(s) as she may require fulfilling the duties of the position.

#### **ARTICLE J - BULLETIN BOARDS**

- J-1 The Hospital shall provide bulletin boards for the use of the Union, which bulletin boards shall be designated as "Union Bulletin Boards". The Union may post notice of meetings on the Hospital bulletin boards on each unit. There shall be one (1) bulletin board for each locker room.

#### **ARTICLE K - PREPAID LEAVE PLAN**

- K-1 In accordance with Article 11.11 of the Collective Agreement one (1) full time nurse and one (1) part-time nurse may enter the plan each year.

#### **ARTICLE L - MODIFIED WORK/BACK TO WORK PROGRAMME**

- L-1
- (a) The Hospital will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.
  - (b) When it has been medically determined that an employee is unable to return to the full duties of her 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.
  - (c) 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 M - MISCELLANEOUS**

- M-1 Nurses who are currently provided with scrub uniforms shall continue the practice during the life of this Agreement. (Operating Room, Delivery Room and Emergency Department). Effective upon ratification, nurses working in Dialysis will be provided with scrub uniforms.

M-2 Nurse Abuse

The Hospital, with the nurse's consent, will inform the Union within three (3) days of any nurse who has been assaulted while performing her work. Such information shall be submitted in writing to the Union as soon as possible.

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

M-3 The parties agree that full time nurses may be considered for temporary full time vacancies on the same basis as regular part time nurses as per Article 10.07 (d) of the Central Agreement.

M-4 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for an ONA job position will be notified, in writing, and/or by personal e-mail if available, as soon as possible once the decision has been made and prior to the posting of the name of the successful candidate.

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

M-5 Voluntary Regular Part time Benefits – Process for Payment

The Employer agrees to provide regular part-time nurses with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17. It is understood and agreed that the regular part-time nurses who participate will assume the employer and employee monthly costs of premiums.

Participation shall be open to any regular part-time nurse who has worked an average of two (2) shifts bi-weekly in the six (6) months prior to submitting the request.

Any regular part-time nurse who wishes to participate will provide payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorised withdrawal process.

It is understood that any transaction would be dated the first of each and every month.

The Employer will notify the Union of the benefit costs to regular part-time nurses within one (1) week of the date the Employer is notified.

M-6 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) will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorised withdrawal process. The benefits provided will be on the same basis as those benefits provided to active employees.

It is understood that any transaction would be dated the first of each and every month.

The Employer will notify the Union of the benefit costs to retired nurses in January of each year, and each time the benefit costs are renegotiated by the Employer.

- M-7 Recognizing the danger of needlestick/sharps injuries, the Hospital has implemented the use of policies, equipment and products that help to reduce and/to eliminate these dangers, and will continue to do so.

**ARTICLE N - JOB SHARING**

- N-1 It is understood and agreed that insofar as any provision of this Article is specifically in conflict with any provisions of Appendix 5 of the Collective Agreement, the provisions of this Article shall prevail.
- N-2 Only full-time positions shall be considered for job sharing between two nurses.
- N-3 The Hospital has the right to designate and increase or decrease the full-time positions eligible to be deemed job sharing positions. For discussion purposes only the Hospital and the Union agree to discuss the number of positions that will be job shared.
- N-4 If a full-time nurse wishes to job share her position, and the Hospital agrees to designate such position a job sharing position, the full-time nurse will be assigned such job sharing position and the remaining vacant position will be posted and filled in accordance with Article 10.06 of the Central Collective Agreement.
- N-5 When the Hospital designates a vacant full-time position to be considered a job sharing position, such position shall be posted and filled in accordance with Article 10.06 of the Central Collective Agreement.
- N-6 The nurses sharing a job sharing position shall both be considered as Regular Part-time staff, except for scheduling.
- N-7 If a nurse assigned a job sharing position successfully applied for a part-time or full-time position, or is terminated in accordance with the existing Part-time Collective Agreement, and the Hospital decides to continue such job sharing position, the remaining nurse shall remain assigned to said job sharing position and the vacant job sharing position will be posted in accordance with the posting provisions. 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 assuming the full-time position or remaining regular part-time. If she does not assume the full-time position the full-time position shall be posted in accordance with the Collective Agreement.
- N-8 For scheduling purposes only, the Hospital will schedule a job sharing position as a full-time position. The schedule of both partners shall be the equivalent of one full-time position. The position in question shall generally be shared on an equal basis between the two partners. Both partners must inform the Clinical Unit Leader who will be working the predetermined schedule according to the posting policies for schedules.

- N-9 A job sharer's vacant hours of work resulting from vacation, leave of absences or sick leave will be offered by the Hospital, to the remaining nurse assigned that job sharing position. If the remaining nurse agrees to work all or part of such hours, there will be no premium payments owed for such hours worked. If the Hospital is unable to contact the remaining nurse or such nurse is unable to work the vacant hours, the Hospital will schedule such hours in accordance with the part-time scheduling regulations.
- N-10 A job sharing position will be scheduled by the Hospital to work either the Christmas Holiday or the New Year's Holiday. The partners shall alternate working said holidays and inform the Hospital of whom is available for the scheduled holiday each year.
- N-11 The job sharers will be entitled to vacation time as per the part-time section of the Collective Agreement. The job sharers agree to cover up to two weeks of each other's vacation during June 15 to September 15.
- N-12 The Hospital or the Union shall have the option of cancelling the agreement with a 60 day notice. A meeting will be held between the parties within fifteen (15) days to review reasons for discontinuation.
- N-13 With each job sharing position, the Hospital will assess the position after three (3) months to see if there are any problems from a patient care, economic or scheduling perspective. If there are no problems, the schedule will continue for an additional three (3) months and this position shall be re-evaluated after six (6) months to determine whether or not the position should continue.
- N-14 If, after a six (6) month period, the Hospital wishes to terminate a job sharing agreement, it may do so upon advance written notification (sixty (60) days) to the nurses and the Union. If this occurs, the position will revert to a full-time position and the former full-time incumbent shall be granted the option of returning to full-time. In the event that she is not interested, then the position shall be posted according to the requirements under the Collective Agreement.
- If, after a six (6) month period, both nurses who take part in the job sharing position wish to terminate the agreement, they may do so upon written notification (sixty (60) days) to the Hospital and the Union. When this occurs, the former incumbent will have the option of returning to her full-time position, if she so desires. If she does not desire to do so, then the position shall be posted according to the Collective Agreement.

#### **ARTICLE O - INTRODUCTION OR DISCONTINUATION OF EXTENDED TOURS**

- O-1 (a) Extended tours shall be introduced into any unit when:
- i) eighty percent (80%) of the full-time and regular part-time nurses assigned to the unit so indicate by secret ballot, and
  - ii) the Hospital agrees to implement extended tours, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended tours may be discontinued in any unit when:

- i) sixty-five percent (65%) of the full-time and regular part-time nurses assigned to the unit so indicate by secret ballot; or
  - ii) the Hospital because of:
    - 1) adverse effects on patient care, or
    - 2) inability to provide a workable staffing schedule, or
    - 3) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,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 four (4) 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 Bargaining Unit President will be informed of the results of the secret ballot within seven (7) days.

**ARTICLE P – VIOLENCE IN THE WORKPLACE**

P-1 The Employer agrees to continue policies and procedures to deal with violence in the workplace. The policies address the prevention of violence, the management of violent situations and support to employees who have faced violence. Said policies and procedures are to be reviewed and addressed at the Hospital-Association Committee as necessary.

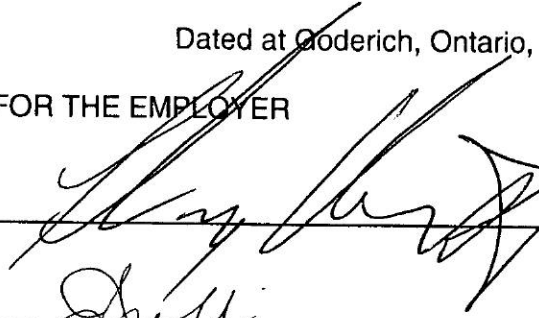
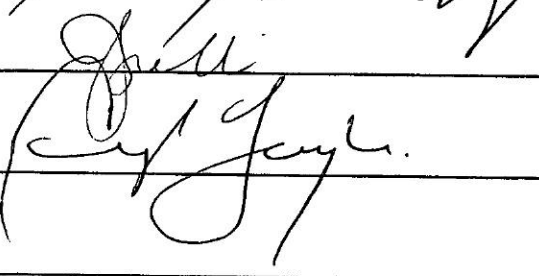
JANUARY 2009

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Dated at Goderich, Ontario, this 19 day of December, 2008.

FOR THE EMPLOYER

FOR THE UNION

  
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Karen Brown  
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 Thomas Phillip Grand  
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 Melissa Wraith Reitz  
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 Barbara Martin  
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 Catherine Wade  
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