

COLLECTIVE AGREEMENT

Between:

THE BROCKVILLE GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Full Time and Part Time Nurses

EXPIRY: March 31, 2011

**APPENDIX 3 - SALARY SCHEDULE
APPENDIX 4 - SUPERIOR CONDITIONS
APPENDIX 5 - LOCAL PROVISIONS**

Between:

THE BROCKVILLE GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

EXPIRY: March 31, 2011

TABLE OF CONTENTS

APPENDIX 3 - SALARY SCHEDULE	4
APPENDIX 4 - SUPERIOR CONDITIONS	6
FULL TIME	6
ST. VINCENT DE PAUL.....	7
PART TIME.....	8
APPENDIX 5 - LOCAL PROVISIONS	10
ARTICLE A – RECOGNITION	10
ARTICLE B – DEFINITIONS	10
ARTICLE C - MANAGEMENT RIGHTS	10
ARTICLE D – INTERVIEW	11
ARTICLE E - REPRESENTATIVES AND COMMITTEES	11
ARTICLE F - SENIORITY LISTS.....	12
ARTICLE G - PAID HOLIDAYS.....	12
ARTICLE H – VACATIONS.....	13
ARTICLE I - LEAVE OF ABSENCE FOR UNION BUSINESS	14
ARTICLE J - TERMINATION OF EMPLOYMENT	14
ARTICLE K – RETIREMENT	14
ARTICLE L - BULLETIN BOARD	15
ARTICLE M - MALPRACTICE AND PROFESSIONAL LIABILITY INSURANCE	15
ARTICLE N – UNIFORMS	15
ARTICLE O - PAY DAY	15
ARTICLE P – SCHEDULING	15
ARTICLE Q - JOB SHARING.....	22
ARTICLE R - PRE-PAID LEAVE	24
ARTICLE S - MODIFIED WORK.....	24
ARTICLE T – MISCELLANEOUS.....	26
ARTICLE U – WORKPLACE SAFETY	27
LETTERS OF UNDERSTANDING	
Re: On Call – Assault Response and Care Centre.....	30
Re: Weekend Worker.....	31
Re: Common Shift Start Time	32
Re: Bargaining Unit President – Paid Time	33
Re: 2 Day/2 Night Scheduling	34

APPENDIX 3 - SALARY SCHEDULE**BROCKVILLE GENERAL HOSPITAL**Registered Nurse

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	\$27.67	\$28.50	\$29.36
1 Year	\$28.08	\$28.93	\$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	\$34.14	\$35.16
6 Years	\$34.91	\$35.96	\$37.03
7 Years	\$36.71	\$37.81	\$38.94
8 Years	\$39.31	\$40.49	\$41.70
25 Years	\$40.00	\$41.20	\$42.44

Graduate Nurse

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	\$26.65	\$27.45	\$28.27
1 Year	\$27.00	\$27.81	\$28.64
2 Years	\$27.27	\$28.09	\$28.94
3 Years	\$28.36	\$29.21	\$30.09
8 Years	\$28.42	\$29.28	\$30.16
25 Years	\$28.92	\$29.79	\$30.68

Assistant Head Nurse

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	\$28.62	\$29.48	\$30.36
1 Year	\$29.04	\$29.92	\$30.81
2 Years	\$29.54	\$30.43	\$31.34
3 Years	\$31.02	\$31.95	\$32.91
4 Years	\$32.52	\$33.50	\$34.50
5 Years	\$34.34	\$35.37	\$36.43
6 Years	\$36.14	\$37.22	\$38.34
7 Years	\$37.99	\$39.13	\$40.30
8 Years	\$40.70	\$41.92	\$43.18
25 Years	\$41.41	\$42.66	\$43.94

Occupational Health Nurse
Clinical Nurse Educator

	<u>Effective</u> <u>April 1, 2008</u>	<u>Effective</u> <u>April 1, 2009</u>	<u>Effective</u> <u>April 1, 2010</u>
Start	\$29.74	\$30.63	\$31.55
1 Year	\$30.19	\$31.10	\$32.03
2 Years	\$30.68	\$31.60	\$32.54
3 Years	\$32.20	\$33.17	\$34.16
4 Years	\$33.70	\$34.71	\$35.75
5 Years	\$35.54	\$36.60	\$37.70
6 Years	\$37.42	\$38.54	\$39.70
7 Years	\$39.34	\$40.52	\$41.73
8 Years	\$42.14	\$43.40	\$44.70
25 Years	\$42.87	\$44.16	\$45.48

Nurse Practitioner

	<u>Effective</u> <u>Feb. 4, 2008</u>	<u>Effective</u> <u>April 1, 2008</u>	<u>Effective</u> <u>April 1, 2009</u>	<u>Effective</u> <u>April 1, 2010</u>
Start	\$34.30	\$35.42	\$36.48	\$37.58
1 Year	\$34.81	\$35.94	\$37.02	\$38.13
2 Years	\$35.39	\$36.54	\$37.64	\$38.77
3 Years	\$37.13	\$38.34	\$39.49	\$40.67
4 Years	\$38.89	\$40.15	\$41.35	\$42.60
5 Years	\$41.08	\$42.42	\$43.69	\$45.00
6 Years	\$43.28	\$44.68	\$46.02	\$47.40
7 Years	\$45.51	\$46.99	\$48.40	\$49.85
8 Years	\$48.73	\$50.32	\$51.83	\$53.38
25 Years	\$49.59	\$51.20	\$52.74	\$54.32

APPENDIX 4 - SUPERIOR CONDITIONS

FULL TIME

ARTICLE HEADING

Article 5 - Association Security

Article 19 - Compensation: Education Allowance

ARTICLE 5 - ASSOCIATION SECURITY

NOTE: The list provided for in Section 5.05 shall include any other information that is currently provided to ONA. Additionally, the Hospital will provide each nurse with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the Hospital's payroll system.

DUES DEDUCTION LIST

The list provided for in Section 5.05 shall contain the following information:

Name, address, status, social insurance number.

ARTICLE 19.09 - EDUCATIONAL BONUS

Provisions in existing collective agreements providing for educational allowances shall be continued in effect.

Nursing Unit Administration Course or 6 Months Post Graduate Specialty	\$15.00 per month
Successful completion of One Year University	\$40.00 per month
Baccalaureate degree	\$80.00 per month

APPENDIX 4 - SUPERIOR CONDITIONS

ST. VINCENT DE PAUL

The parties agree that the following superior condition will be retained as amended by setting out a schedule of full time nurses employed by the former St. Vincent de Paul Hospital as of October 1, 2006:

Sick Leave and Long Term Disability

The Hospital share of the Long Term Disability portion of the HOODIP plan shall continue to be at 85% for full time nurses employed at the former St. Vincent de Paul Hospital at the date of transfer to Brockville General Hospital (October 1, 2006) as follows:

Annable, Bobbie M.
Bailey, Mary
Brummell, Karen
Duncan, Karen
Elston, Kym
Gilbert, Karen

Hart, Emmy
Howison, Anne
Saunders, Pamela
Wallace, Beatrice
Wing, Dianne M.
Young, Laura

APPENDIX 4 - SUPERIOR CONDITIONS

PART TIME

ARTICLE HEADING

Article 5 - Association Security

Article 15 - Paid Holidays

Article 16 - Vacations

ARTICLE 5 - ASSOCIATION SECURITY

NOTE: The list provided for in Section 5.05 shall include any other information that is currently provided to ONA. Additionally, the Hospital will provide each nurse with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the Hospital's payroll system.

DUES DEDUCTION LIST

The list provided for in Section 5.05 shall contain the following information:

Name, address, status, social insurance number.

ARTICLE 15 - PAID HOLIDAYS

NOTE: Where existing Collective Agreements contain provisions relating to payment to nurses for holidays, whether worked or not, that exceed any payment required under the Employment Standards Act, such provisions shall be continued. Payment of holiday pay under this note applies only to nurses presently enjoying such payment. Nurses presently enjoying holiday pay pursuant to this Note or otherwise as of December 14, 1987 will continue to enjoy such payment until they cease to be employed at the Hospital or until they transfer to a status to which this superior condition does not apply, whichever first occurs.

Part-time nurses shall be remunerated for any statutory holiday when they have worked twelve (12) days in the thirty (30) day period preceding the holiday and the last scheduled day of work prior to the holiday.

If a part time nurse works on any of the paid holidays listed in Article G.1, she shall be paid at the rate of time and one half (1-1/2) for all hours worked.

ARTICLE 16 – VACATIONS

NOTE: Casual part-time nurses hired before October 23, 1981 shall receive vacation pay as follows:

- (a) Part-time nurses who have not completed 1500 hours worked by June 30th shall be paid four (4%) percent of the pay for all work done by her since the previous July 1st.
- (b) Vacation pay shall be granted to nurses after completion of 1500 hours worked by June 30th at the rate of six (6%) percent of her earnings for work performed.
- (c) Vacation pay shall be granted to nurses after completion of 4,500 hours worked by June 30th in the amount of eight (8%) percent of her earnings for work performed.
- (d) Vacation pay shall be granted to nurses after completion of 30,000 hours worked by June 30th in the amount of ten (10%) percent of her earnings for work performed.
- (e) A part-time nurse whose employment terminates before June 30th shall be paid vacation pay at the percentage applicable to her seniority, of the pay for all work done by her since the previous July 1st.
- (f) Casual part-time nurses hired after October 23, 1981 shall be governed by the Employment Standards Act.

APPENDIX 5 - LOCAL PROVISIONS

ARTICLE A – RECOGNITION

A.1 Full time

The Employer recognizes the Ontario Nurses' Association as the sole bargaining agent of all registered and graduate nurses employed in a nursing capacity and in teaching by Brockville General Hospital in Brockville, save and except supervisors and persons above the rank of supervisor.

A.2 Part time

The Employer recognizes the Ontario Nurses' Association as the sole bargaining agent of all registered and graduate nurses employed in a nursing capacity and in teaching by Brockville General Hospital in Brockville, save and except supervisors and persons above the rank of supervisor.

For the purpose of clarity, the bargaining unit described above shall be read subject to the terms of endorsement on the record of the Ontario Labour Relations Board.

ARTICLE B – DEFINITIONS

B.1 The term "nurse" or "nurses" wherever used in this Agreement shall mean any or all of the employees of the Bargaining Unit herein defined.

B.2 "Tour" to read synonymous with "shift".

B.3 For purposes of Article 14.10, an evening shift shall be defined as a shift from 1500 hours to 2300 hours or 1530 hours until 2330. A night shift shall be defined as one that starts at 2300 hours until 0700 or 2330 hours until 0730 hours.

B.4 Whenever "she" or "her" is used it shall also mean "he" or "his" and vice versa.

B.5 A regular part time employee is one who works a pre-determined schedule.

B.6 A casual part time employee is one whose hours of work are not pre-determined and who is asked to work in accordance with Article P.

ARTICLE C - MANAGEMENT RIGHTS

C.1 The right to hire, retire, promote, classify, layoff, recall, demote, transfer, discharge, or discipline for just cause, to maintain order, discipline and efficiency, and to establish and enforce reasonable rules and regulations governing the conduct of the employees which rules and regulations are primarily designed to safeguard the interests of the patients of the hospital, is the exclusive function and responsibility of the Employer, subject to the terms and conditions of this Agreement. All matters concerning the operations of the Hospital not specifically dealt with herein shall be reserved to the Employer and be its exclusive

responsibility. The Hospital may make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees.

ARTICLE D – INTERVIEW

- D.1 (a) The Employer shall notify the Union of all new hires, their addresses and the dates for orientation as soon as possible after the date of hire. A fifteen (15) minute interview for new hires shall take place at the time of general orientation.
- (b) The Union will include in the orientation package a letter of introduction to the Ontario Nurses' Association, the Collective Agreement and Local Appendix booklets, as well as a current listing of the Executive of the bargaining unit.

ARTICLE E - REPRESENTATIVES AND COMMITTEES

- E.1 Union Representatives - There shall be nine (9) union representatives designated:

Med/Surg (3)	Maternal/Child
I.C.U.	Emergency/ACU
O.R., Recovery and Day Surgery	
Garden Street – 2 nd Floor	Garden St. – 5 th Floor

- E.2 Negotiating Committee - There shall be a negotiating committee composed of four (4) employees, at least one of whom shall be a part-time employee and one of whom shall be from the Garden Street site. The Union will endeavour not to elect or appoint more than one (1) representative from a nursing unit.

- E.3 Grievance Committee - There shall be a grievance committee composed of three (3) employees, one of whom shall be the Employee Representative of the aggrieved employee. The Union will endeavour not to elect or appoint more than one (1) representative from a nursing unit.

- E.4 Union/Hospital Committee - There shall be a Union/Hospital Committee composed of five (5) members of the Union, one of whom may be a part-time employee, and five (5) representatives of the Hospital, one of whom shall be a Unit Director.

It is understood that one Union/Hospital Committee, one Grievance Committee, and one Negotiating Committee shall represent both full time and part time.

- E.5 The parties agree that as long as more than one site exists at the Hospital, each site shall have nurse representation on the committees.

E. 6 (a) Professional Development Committee

The composition of the Professional Development Committee shall include representatives of the Hospital and the Union who also sit on the Union/Hospital Committee.

The terms of reference shall be as determined by the representatives.

- (b) i) The Hospital will provide on-site courses and re-certification whenever possible.
- ii) Where the Hospital deems changes to existing certification requirements are essential to allow a nurse to practice in a specific unit, program or service, any such change will be discussed at the Union/Hospital Committee.

E.7 Whenever more than two representatives of the Union are in attendance at a Committee meeting outside of her or his regularly scheduled hours, the Union will advise the employer of which two will be paid for such time by the Employer as per Article 6.03(e). At the request of the representative, such paid time may be banked, within the hours set out in Article P.17 and subject to the seventy-five (75) hour maximum.

E.8 The Employer will pay the Bargaining Unit President one (1) seven-and-one-half (7.5) hour day per month in order to attend to Union business on behalf of the bargaining unit, including meetings with the Employer.

ARTICLE F - SENIORITY LISTS

F.1 Seniority lists will be posted on the bulletin board on July 1 and December 1 of each year.

F.2 In the case of lay-off, members of the Union executive, as notified to the Employer, shall be the last to be laid off and the first to be recalled. For purposes of this Article, the members of the Union Executive are the Bargaining Unit President, Grievance Chair, Occupational Health & Safety Representatives, and Site Representatives.

ARTICLE G - PAID HOLIDAYS

G.1 The following shall be recognized as paid holidays:

- | | |
|-------------------------------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day (3rd Monday in February) | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day (July 1) | Boxing Day |

G.2 In accordance with Article 15.06, lieu days off shall be scheduled at a mutually agreeable time, such lieu days shall be scheduled within one hundred and twenty

(120) calendar days from the designated holiday. If no mutually agreeable lieu days can be scheduled the lieu day shall be paid on the next regular pay following the pay coding deadline.

Effective January 1, 2009, where a nurse accumulates more than thirty (30) hours, such excess hours will be paid out in the next pay period.

G.3 The Christmas schedule shall be from December 15 to January 15.

The Employer will schedule not less than five (5) consecutive days off for each employee at either Christmas or New Year's. Christmas shall include December 24, 25 and 26. New Year's shall include December 31 and January 1. The Employer will endeavour to provide alternating time off at Christmas or New Year's. The Employer reserves the right to alter rotations to meet their scheduling obligations during the Christmas schedule.

An employee may make a written request to her immediate supervisor to work specific day(s) or to have specific day(s) off during this time frame. Such request may be granted upon mutual agreement of the parties. Requests that have been granted by mutual agreement will not result in overtime payment.

G.4 Notices with respect to time off on holidays will be posted as far in advance as is reasonable and possible.

G.5 Payment for on call hours on a paid holiday shall be paid at the higher rate from 2300 hours or 2330 hours of the day prior to the actual paid holiday until 2300 hours or 2330 hours of the day of the paid holiday.

G.6 Payment for work hours on a paid holiday shall be paid at the higher rate from 2300 hours or 2330 hours of the day prior to the actual holiday until 2300 hours or 2330 hours of the day of the paid holiday.

ARTICLE H – VACATIONS

H.1 The vacation with pay period year shall commence July 1 and end the following June 30. All calculations pertaining to vacations with pay shall be based on this period.

H.2 The Employer shall give every consideration to the preference of employees as to which time the employees desire their vacations but of necessity the final decision as to the scheduling of vacations remains with the Employer.

H.3 Vacation requests will not be unreasonably denied.

H.4 An employee shall submit her or his written request for the vacation period from June 15th to September 15th on or before April 15th of each year. The final schedule for this period will be posted by May 15th. Where a dispute arises between employees requesting the same vacation times and such requests cannot be accommodated by the Hospital then seniority shall apply. For the vacation periods outside of the months of June 15th to September 15th, and for requests during that period not submitted by April 15th, written requests will be processed as submitted on a first come first served basis, based on the needs of

the unit. An employee may exercise her or his seniority rights only once in a calendar year.

An employee is entitled to take two (2) weeks vacation from June 15th to September 15th. However, additional requests may be granted after all employees have had an opportunity to request vacation for this period. Written requests for vacation during the Christmas schedule will be considered in special circumstances.

In the event that an employee transfers into another nursing unit after the posting of vacations, the Hospital will endeavour to honour the approved vacation in the new unit.

- H.5 Full-time employees will endeavour to take their accrued vacation in a timely fashion. An employee may not have more than one and one-half (1 ½) times her annual entitlement in her vacation bank at any time. The Hospital will endeavour to replace employees on their requested vacation days in order to allow the employees to use their accrued vacations.

ARTICLE I - LEAVE OF ABSENCE FOR UNION BUSINESS

- I.1 Upon written request leave of absence for Union business shall be given for up to a total of seventy- five (75) days in a calendar year on the understanding that no more than two employees may be away at one time from the same department.
- I.2 The Hospital agrees to grant leaves of absence to employees elected to the position of Local Coordinator. Subject to reasonable notice, it is understood and agreed that when the Local Coordinator is an employee, an additional twenty (20) days shall be granted in addition to the leave set out in Article I.1. Such leave will not be unreasonably denied.

ARTICLE J - TERMINATION OF EMPLOYMENT

- J.1 Employees shall endeavour to give four (4) weeks written notice of resignation but in no case shall they give less than two (2) weeks.

ARTICLE K – RETIREMENT

- K.1 The normal retirement age shall be sixty-five years.
- K.2 Retiree Benefits

Any member of the bargaining unit who retires and wishes to participate in the benefit plans as outlined in Article 17.01(h) will complete a “pre-authorization payment plan form” and authorize the Hospital to deduct monthly deductions from his/her bank account.

The parties agree that late or non-payment of the monthly premium will result in automatic and permanent cancellation of the benefit. It is understood that any transaction will be the fifth (5th) day of every month.

The Employer will notify the Union of the benefit costs to retired employees upon implementation and each time the benefit costs are renegotiated by the Employer.

ARTICLE L - BULLETIN BOARD

L.1 A bulletin board designated as "Union Bulletin Board" shall be provided by the Employer at each site of the Hospital. The Union shall have the right to post reasonable notices.

ARTICLE M - MALPRACTICE AND PROFESSIONAL LIABILITY INSURANCE

M.1 The Employer agrees to provide malpractice and professional liability insurance to cover the employee in the event of any legal action brought against such employee in the course of her duties during her employment with the Hospital.

ARTICLE N – UNIFORMS

N.1 The Hospital shall provide employees working in the Emergency Room, OR, CSR, Post Anaesthetic Recovery Room, Maternal/Child and ICU units with OR Scrubs. The Hospital shall launder these scrubs at no cost to the employee.

ARTICLE O - PAY DAY

O.1 Employees shall be paid every two (2) weeks.

ARTICLE P – SCHEDULING

P.1 Two (2) consecutive days off will be scheduled after five (5) days of work, however, schedules may be established to provide for more than five (5) consecutive days of work but not more than seven (7) consecutive days of work without days off and as long as four (4) days off are scheduled every two (2) weeks.

P.2 (a) i) Tour of duty schedules and days off will be posted at least two (2) weeks in advance, covering a four (4) week period. Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting. Requests for change in posted time schedules must be submitted in writing and co-signed by an employee willing to exchange days off or tour of duty. It is understood that such change in tour of duty initiated by the employee and approved by the Employer shall not result in overtime payment.

ii) Regular part time nurses will declare their availability for tours no later than two (2) weeks prior to the posting of the schedule. Such

nurses will provide their availability for the full six (6) week period covered by the schedule.

- iii) The Hospital will endeavour to divide day shifts equitably amongst regular part time nurses on a specific unit.

P.2 (b) Part-Time Commitment

An employee may request a transfer from Category "A" to Category "B" at any time during the year. Such request will be in writing to Human Resources and subject to the Director's approval. Such approval will not be unreasonably denied. No further requests will be considered for a change from Category "A" to Category "B" for a period of twelve (12) months following the date of change.

(1) CATEGORY "A"

A regular part time employee is defined as one (1) who has signed a commitment form indicating his/her ability to meet the following conditions:

- i) Is available to work forty-five (45) hours in two (2) weeks.
- ii) Is available two (2) weekends in four (4).
- iii) Is available to work December 24th, December 25th and December 26th or December 31st and January 1st.
- iv) To be available for the full year less a reasonable vacation period not to exceed five (5) weeks. However, part time nurses must be available for either July or August;
- v) To be available to work a minimum of four (4) additional paid holidays during each calendar year;
- vi) To be available to work two of three shifts for tours of 7.5 hours or to be available to rotate both shifts for extended tours.

(2) CATEGORY "B"

A regular part-time employee is defined as one (1) who has signed a commitment form indicating his/her ability to meet the following conditions:

- i) Is available to work fifteen (15) hours in two (2) weeks.
- ii) Is available one (1) weekend in four (4).
- iii) Is available to work December 24th, December 25th and December 26th or December 31st and January 1st.

- iv) To be available for the full year less a reasonable vacation period not to exceed five (5) weeks. However, part time nurses must be available for either July or August.
- v) To be available to work a minimum of two (2) additional paid holidays during each calendar year.
- vi) To be available to work two of three shifts for tours of 7.5 hours or to be available to rotate both shifts for extended tours.

(3) Scheduling Of Part-Time Shifts

- i) The Hospital agrees to schedule regular part-time employees equitably up to their commitment on the posted schedule of the unit. Employees who work such pre-scheduled shifts will be deemed to have met their commitment.
- ii) All Category "A" employees shall be scheduled up to their committed hours before any Category "B" employees are utilized. When all part-time employees have reached their commitment in the pay period (Category "A" – 45 hours, Category "B" – 15 hours, Job-sharers – 37.5 hours) unscheduled hours will be offered in order of seniority within the unit.
- iii) When unscheduled hours become available after the posting of the schedule and commitment has not been reached, they will first be offered on an equitable basis, by seniority to Category "A" employees on the unit.

If the hours are still available they will then be offered to Category "B" employees on the unit on an equitable basis by seniority up to their commitment.

If the hours remain available they will be offered to job sharers by seniority within the unit. Then if the shift remains available the shift will be offered by seniority to regular part-time employees of other units who have expressed interest, then casual employees.

- P.3 (a) The Employer will schedule at least one (1) weekend off in three (3) for all employees.

A weekend is defined as fifty-six (56) consecutive hours off work during the period following completion of the Friday evening shift until the commencement of the Monday day shift.

All employees will receive premium payment for all hours worked on a third consecutive and subsequent weekend save and except where:

- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or

- ii) such employee has requested weekend work; or
 - iii) such weekend is worked as the result of an exchange of shifts with another employee.
- (b) The following conditions in offering extra tours to regular part time employees not on layoff shall apply:
- i) Employees who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital.
 - ii) A tour will be deemed to be offered whenever a call is placed.
 - iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium.
 - iv) When a regular part time employee accepts an additional tour, she or he must report for that tour unless arrangements satisfactory to the Hospital are made.
 - v) Provided they are qualified, employees may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing Hospital practice.
- (c) Where no regular part time employee is available for extra call in tours laid off regular part time employees shall be called according to seniority then laid off full time employees shall be called according to seniority prior to any casual employee(s) being offered the extra available shift according to seniority.

- P.4
- (a) An employee shall have a period of at least twenty-four (24) consecutive hours off duty following a change from day tour and forty-eight (48) consecutive hours off duty following a change from night tours unless mutually agreed otherwise.
 - (b) Split tours will not be scheduled.
 - (c) Off time between shifts - Normally, at least twelve hours is allowed between shifts for part time employees.

Failure to provide time off as indicated above will result in premium payment in accordance with Article 14.03.

- P.5
- A full time employee who normally rotates on all three (3) tours of duty shall be scheduled to work days for at least the combined total of evening and night tours but an evening or night tour shall not exceed two (2) consecutive weeks in duration without written consent or request.

- P.6
- A full time or regular part time employee requesting evening or night tours on a permanent basis may be granted such a request where possible, except that the Hospital may require the employee to rotate through the alternate tours when deemed necessary.

P.7 Where a full time employee chooses equivalent time off as provided for in Article 14.09, such time off must be taken within thirty (30) calendar days and at a mutually agreeable time.

P.8 Extended Tours

- (a) Extended tours shall be introduced into any unit when,
 - i) seventy (70%) percent of the employees in the unit so indicate by secret ballot, and
 - ii) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) A compressed work week may be discontinued in any unit when:
 - i) fifty (50%) percent of the employees in the unit so indicate by secret ballot; or
 - ii) the Hospital because of
 - A) adverse effects on patient care,
 - B) inability to provide a workable staffing schedule, or
 - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,states its intention to discontinue the compressed work week in the schedule;
- (c) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
 - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - ii) where it is determined that the compressed work week will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.
- (d) Scheduling regulations for extended tours shall be as follows:
 - i) Not more than three (3) extended tours may be scheduled. Following three (3) consecutive tours, employees shall have two (2) days off duty.
 - ii) The maximum number of tours worked in any given seven (7) day period shall be five (5).

- iii) The Employer will endeavour to schedule alternate weekends off but at least two (2) weekends off in four (4) will be scheduled.

Failure to abide by the above scheduling regulations shall result in premium payment being paid in accordance with the provisions of Article 14.03.

P.9 If any of the above scheduling regulations are violated, the employee shall receive premium payment as applicable.

P.10 2D/2N Schedules

- (a) Employees will not be required to work more than four (4) days in a row. If an employee works a fifth (5th) day she or he will be paid time and one-half for the first four hours and double time for the remaining hours.
- (b) Employees will not be scheduled to work more than three consecutive weekends. If a nurse works a fourth weekend or a portion of a weekend, she or he will be paid as per the provisions of Article 14 and local provisions on overtime.
- (c) Employees will be scheduled three (3) weekends off in a nine (9) week schedule. Employees will receive premium pay for all weekend hours in excess of six (6) weekends off in a nine (9) week schedule.
- (d) In order to ensure 1950 paid hours per year, additional shifts of 11.25 hours on the master rotation will be scheduled which will not incur premium pay and which will be split between days and nights. The nurse may request vacation or paid holidays for these shifts. The Letter of Understanding dated October 16, 2007, shall remain in effect for this provision until September 15, 2008.
- (e) Employees will be granted either Christmas or New Years off on a rotating basis.
- (f) Paid Holidays will be incorporated into the rotation.
- (g) All other scheduling provisions of Article P shall apply, including:
 - i) posting of schedules;
 - ii) a request for change in posted schedules;
 - iii) time off at Christmas and New Years;
 - iv) part time availability and additional shifts.
- (h) Where a vacancy occurs in a 2D/2N schedule the position will be posted as per Article 10.07 of the central agreement.
 - i) Job sharers will not be scheduled to work 2D/2N unless both job sharers agree to work this schedule.

P.11 Proposed master rotation for each unit will be brought to the Hospital-Union committee meeting prior to implementation. Final copies of each master rotation shall be provided to the local president two (2) weeks prior to posting.

P.12 (a) Standby

- i) The Hospital will notify the Local President or designate prior to initiating ongoing standby assignments on any unit.
- ii) Scheduled standby assignments will be distributed equitably amongst the employees in any unit utilizing standby.

(b) Standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments.

(c) To be available to work two (2) weekends in four (4) (this would include the normal rotation).

P.13 Scheduling Regulations for Tours of Less than 7.5 Hours

Where four (4) hour shifts are required, the following scheduling regulations shall apply in addition to P.1, P.2, P.3 and P.4.

- (a) The Hospital will endeavour to keep the number of four (4) hour shifts to a minimum;
- (b) There shall be an equitable distribution of such tours among the part time employees in each unit;
- (c) No part time employee will be scheduled solely on tours of less than 7.5 hours in any pay period except where such arrangements are agreed to by the employee;

For employees working tours of duty of less than 7.5 hours no more than five (5) shifts in a row shall be scheduled. If an employee is required to work on a sixth (6) consecutive and subsequent tour, then s/he will receive premium payment for each shift so worked until a day is scheduled off.

(d) Employees working less than 7.5 hour tours shall be granted a fifteen (15) minute paid rest period.

P.14 (a) Should the Hospital wish to implement new starting/stopping times for tours or new tours, the Hospital will meet with the Union to discuss such proposed tours, at least four (4) weeks prior to implementation by the Hospital.

(b) The parties agree that should the Hospital wish to implement schedules other than those set out in Article P, the Hospital will meet with the Union to negotiate the introduction, implementation and discontinuation of such other schedules.

- P.15 For the purposes of Article 14.09, a full-time nurse who has chosen equivalent time off in lieu of premium payment may hold up to a maximum of seventy-five (75) hours in their bank. The nurse will arrange with her manager to take such time off at a mutually agreeable time. Where a nurse accumulates more than seventy-five (75) hours, such excess hours will be paid out in the next pay period.

ARTICLE Q - JOB SHARING

- Q.1 Job sharing requests shall be considered on an individual basis. Applications must be made to the VP Patient Care or designate who shall discuss with the Association the implementation of such a request. It is understood that such a request shall not be unreasonably withheld.
- Q.2 The employees involved in job sharing are entitled to all the terms of the part time Collective Agreement except those which are modified as follows:
- (a) Schedules will conform with Articles P and Q of the Collective Agreement which set out scheduling.
 - (b) Total hours worked by the job sharers will equal one full time position. Job sharers will have the option of determining between themselves which partner will work on a scheduled tour. However, all scheduled tours must be covered. Such schedules will not be unilaterally imposed or changed by the Employer, but once the schedules are posted they will not be changed without the permission of the supervisor in the area concerned. Such permission will not be unreasonably withheld.
 - (c) Employees will be granted at least five (5) consecutive days off over either Christmas or New Years. When one or both job sharers work over Christmas, neither can be required to work over New Years and vice versa unless mutually agreed otherwise.
 - (d) Paid Holidays

Job sharers will not be required to work, in total, more paid holidays than would one (1) full time employee, unless mutually agreed otherwise.
 - (e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and together shall only be required to work the number of paid holidays that a full time employee would be required to work. When the two cannot agree, the decision of the Unit Coordinator will govern.
 - (f) Coverage
 - i) It is expected that both job sharers will cover each other's incidental illnesses and vacation. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended

absences. Job sharers shall be offered additional unscheduled tours only if they have made their availability known.

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

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence exceeding thirty days (30), the remaining partner has the option of covering all of the absent partner's shifts for the duration of the absence. If the employee is unable to cover the entire leave of absence she or he must inform the manager at least two (2) weeks prior to the posting of each schedule. If the employee cannot cover for her or his partner, the shifts will be distributed as per Article P.2.

(g) Implementation

Where the job sharing arrangement arises out of the filling of a vacant full time position, the full time position will be posted first and in the event that there are no successful applicants, then both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

(h) i) An incumbent full time employee wishing to share her or his position may do so without having her or his half of the position posted. The other half of the job position will be posted and selection will be made on the criteria set out in the Collective Agreement.

ii) Where two full time employees on one unit wish to job share one (1) position, neither half will be posted providing this would create one (1) full time position to be posted and filled according to the Collective Agreement.

(i) If one of the job sharers leaves the arrangement her or his position will be posted. If there is no successful applicant to the position, the remaining employee will revert to her or his former status. If the remaining employee was previously full time, the shared position will become her or his position. If the remaining employee was previously part time and there is no part time position available on the same Unit, she or he shall exercise her or his layoff bumping rights to obtain a part time position. The shared position would then revert to a full time position and be posted according to the Collective Agreement.

(j) Discontinuation

Either party may discontinue a 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.

ARTICLE R - PRE-PAID LEAVE

R.1 In accordance with Article 11.11 one employee from each unit to a maximum of three (3) employees in any one year may be absent.

ARTICLE S - MODIFIED WORK

S.1 (a) The Hospital will notify the Local President of the names of all nurses off work due to a work related injury or when a nurse goes on LTD.

The Hospital will provide to the Association, a monthly list of all nurses on modified work programmes at the beginning of each month.

(b) The Hospital agrees to provide the nurse with a copy of the Workers' Safety and Insurance Board (WSIB) Form 7 at the same time as it is sent to the Board. The Hospital agrees to provide a copy of this form to the Association.

S.2 Early and Safe Return to Work

The Hospital and the Union both recognize their obligations in facilitating the early and safe return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.

(a) A Return to Work Committee (RWC) will be established, at least one member of which will be a representative of the Union. The committee will meet at least once per month. The Union member will suffer no loss of regular earnings for attendance at such meetings. If the Union member is required to attend on their day off they will receive pay at straight time or time in lieu where possible for hours spent in return to work meetings. Such hours are invisible for the purpose of determining premium.

The Hospital will provide an updated list of information to the RWC before each monthly meeting including the following:

- i) Employees absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits;
- ii) Employees absent from work because of disability who are in receipt of Long Term Disability benefits including last day worked;
- iii) Employees who required temporary or permanent accommodation in the workplace.

(b) It is understood that it is the obligation of the disabled employee in receipt of short-term or long-term disability benefits to ensure the Hospital's Occupational Health Department is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.

- (c) The Occupational Health Department will discuss the needs of employees for accommodation as soon as possible with their respective manager or designate, and the Union will advise the RWC as soon as possible when return to their original position or unit has not occurred. The Occupational Health Department in consultation with the Union representative will examine opportunities for temporary accommodation until such time as an appropriate permanent accommodation is determined.
- (d) The Hospital will advise the Union of offers permanent accommodation within or outside the bargaining unit.
- (e) The parties recognize that more than one employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the Hospital will consider the skills, ability and experience of the employees and will also consider ability to acquire skills, seniority and path of least disruption in the workplace.
- (f) The committee will monitor the status of accommodated employees and the status of employees awaiting accommodation. The committee will review any circumstances where attempts to accommodate an employee have proven unsuccessful.
- (g) Before posting, the Hospital's Human Resources department will examine all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to their home unit.
- (h) Where such vacancies are within the bargaining unit, the Hospital will consult with the Union on the feasibility of an accommodation giving consideration to all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of patients and employees working in the unit.
- (i) Whether or not the parties agree to waive the posting procedure in order to facilitate an accommodation and whether or not the position is within the bargaining unit, the parties will sign an agreement containing the details of the accommodation. The parties may also agree to a written agreement for temporary accommodation of extended duration.
- (j) The home position of a nurse who needs permanent accommodation may be posted under the following circumstances:
 - i) the employee is permanently accommodated in another position or arrangement;
 - ii) the weight of the medical evidence establishes that there is no reasonable prospect of a return to her original position in the foreseeable future;
 - iii) the Hospital may elect to fill the disabled employee's home position by posting a temporary to permanent vacancy:

- A) In so selecting, the position will be filled in accordance with the job posting provisions of the collective agreement.
 - B) If and when it is confirmed that the disabled employee cannot return to her original position, the position may be offered to the incumbent on a permanent basis.
 - C) Where a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
 - D) Filling of a disabled employee's home position does not remove the parties' duty to accommodate that employee.
- S.3 The Hospital agrees to provide the employees with a copy of the WSIB Form 7 at the same time as it is sent to the Board.
- S.4 The Hospital and the Union recognize the purpose of modified work/return to work programmes is to provide fair and consistent practices for accommodating employees who have been ill, injured or permanently disabled, to enable their early and safe return to work.

ARTICLE T – MISCELLANEOUS

T.1 Electronic Grievance and/or IWA Form

- (a) The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement or Professional Responsibility Workload Report Form at Appendix 6 of the Hospital Central Agreement).
- (b) The parties agree that hard copies of the electronic form are valid for purposes of Article (7 and/or 8) of the Hospital Central Agreement.
- (c) The union undertakes to get a copy of the electronic version signed by the grievor and/or complainant.
- (d) The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration and/or Professional Responsibility Workload proceed to mediation or Independent Assessment Committee hearing.

T.2 Parking

The Hospital will notify the Union prior to any increase in parking fees.

- T.3 All employees covered by this agreement shall be permitted to make contributions to the Canada Savings Plan through payroll deductions with such deductions to be taken every two weeks.

T.4 Office Space

The Hospital will provide office space to the Union. The Union agrees to provide its own telephone line, office equipment, and furniture.

T.5 Mentorship

The Employer will advise employees of the mentorship opportunities on their units. Employees interested in participating in mentoring arrangements will indicate their interest in writing annually to their Director in a manner prescribed by the Employer.

ARTICLE U – WORKPLACE SAFETY

U.1 Violence Prevention and Control

- (a) Violence shall be defined as any incident in which a nurse is abused, threatened or assaulted during the course of his/her employment. It includes the application of force, threats with or without weapons and severe verbal abuse. Any nurse who believes he/she has been subjected to such incident shall complete an incident report.
- (b) The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. These policies and procedures shall be communicated to all nurses.
- (c) The Hospital will report all incidents of violence to the Joint Health and Safety Committee for review.
- (d) The Hospital, with the nurse's consent, will inform the Union within three (3) days of any nurse who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as possible.
- (e) 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 his or her work.

U.2 Musculoskeletal Injury Prevention and Control

The Hospital, in consultation with the Joint Health and Safety Committee (JHSC), shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices and training for the health and safety of employees.

U.3 Needlestick/Sharps Safety

The Hospital, in consultation with the Joint Health and Safety Committee (JHSC), shall develop, implement and monitor a program for the prevention of needlestick and sharp injuries and the treatment of such injuries should they occur. The

program shall be evaluated annually by the Hospital in consultation with the Joint Health and Safety Committee.

SIGNING PAGE

DATED AT Brockville, Ontario, this 18th day of July, 2008.

FOR THE EMPLOYER

FOR THE UNION

Michael J. ...
Anne Rodger
Laurel ...
L. M. ...
MR
Sherry Anderson

Labour Relations Officer
Laura ...
Bea ...
Liam ...

LETTER OF UNDERSTANDING

Between:

THE BROCKVILLE GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: On Call – Assault Response and Care Centre

The parties agree to the following:

1. A nurse may not be incumbent to two (2) or more ONA positions, with the exception of the Assault Response and Care Centre (ARC-C).
2. A nurse may be incumbent to a full-time or part-time position and be incumbent to a casual part-time position within the Assault Response and Care Centre (ARC-C). It will be understood that if a nurse incumbent to two (2) positions vacates her/his position within the ARC-C, for any reason including the position being deemed to be redundant, said nurse will continue to be incumbent to the remaining position and deemed not to have been laid off.
3. On call in the ARC-C will be self-scheduled by the nurse(s) based on their availability.
4. Nurses will self-schedule in the ARC-C with no less than eight (8) hours off following the completion of their last booked shift.
5. Nurses will not schedule "on call" in the ARC-C for the eight (8) hours prior to the commencement of a booked shift.
6. Upon signing this Letter of Understanding, and every time a new nurse is hired within the ARC-C, the Union will be notified in writing of the nurse(s) name and the second nursing unit of said nurse, if such nurse is other than a casual nurse.

This Letter of Understanding will be reviewed at least annually.

DATED AT Brockville, Ontario, this 18th day of July, 2008.

FOR THE EMPLOYER

Maurice Jean
And Lodge
Jane White
C. McF
MB
Sherry Anderson

FOR THE UNION

[Signature]
 Labour Relations Officer
Kerna Lewis
Bea Wallace
Janeym Conn

LETTER OF UNDERSTANDING

Between:

THE BROCKVILLE GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Weekend Worker

The parties agree to meet through the Hospital-Association Committee within six (6) months of ratification to review current weekend worker arrangements, and to develop a written process for future weekend worker arrangements in accordance with Article 13.04 of the Collective Agreement.

DATED AT Brockville, Ontario, this 18th day of July, 2008.

FOR THE EMPLOYER

FOR THE UNION

McCauley
And Lodge
Laura H. Smith
L. McI
W. J.
Sherry Ardison

[Signature]
 Labour Relations Officer
Lena Lovato
[Signature]
Sammy McCann

LETTER OF UNDERSTANDING

Between:

THE BROCKVILLE GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Common Shift Start Time

The parties agree to the following:

1. When and if the Hospital determines that both sites will have a common shift start time, the Hospital will give the Union reasonable notice;
2. Article B.3, G.5, G.6 of the local agreement shall be deemed to be replaced by the new common start time for the purposes of definitions of day, evening and night shifts and premium payable thereto.

DATED AT Brockville, Ontario, this 18th day of July, 2008.

FOR THE EMPLOYER

FOR THE UNION

Michael J. ...

[Signature]
Labour Relations Officer

And Rodger

Lorna Ladd

Joseph J. ...

Bea Wallace

C. M. ...

Emmy M. Conn.

M. ...

Sherry Anderson

LETTER OF UNDERSTANDING

Between:

THE BROCKVILLE GENERAL HOSPITAL

And:

ONTARIO NURSES' ASSOCIATION

Re: Bargaining Unit President – Paid Time

WHEREAS the parties recognize the need for the Bargaining Unit President to be available to meet with the Hospital, the parties agree to the following:

1. The Hospital will pay the Bargaining Unit President, at her regular straight-time hourly rate, one (1) seven-and-one-half (7.50) hour shift per month to perform said duties. Such shifts will be scheduled between Monday and Friday during regular business hours.
2. The Bargaining Unit President and her manager will meet to determine a mutually agreeable schedule. In the event of a dispute the matter will be forwarded to the Hospital Association Committee for resolution.
3. The Bargaining Unit President must be on-site and available to meet with the Hospital during said paid time.

DATED AT Brockville, Ontario, this 18th day of July, 2008.

FOR THE EMPLOYER

FOR THE UNION

McCreesh-Jones

Liz Glynne
Labour Relations Officer

Alan Rodger

Lorna Lovell

Laura Fyfe

Bea Walker

C. McF

Liamy McConn

MB

Sherry Anderson

LETTER OF UNDERSTANDING
BETWEEN
BROCKVILLE GENERAL HOSPITAL
AND
ONTARIO NURSES' ASSOCIATION

RE: 2 DAY/ 2 NIGHT SCHEDULING

The parties met and evaluated the trial of 2D/2N schedules for individuals who have expressed interest. The parties concur that the trial was a success and agree to continue said innovative scheduling practice on a permanent basis.

The following regulations shall govern the scheduling of work for nurses working a 2D/2N schedule.

- a. Nurses will not be required to work more than four (4) days in a row. If a nurse works a fifth (5) day she/he will receive pay at time and one half for the first four hours and double time for the remaining hours.
- b. Nurses will not be scheduled to work more than three consecutive weekends. If a nurse works a fourth weekend or a portion of a weekend, she/he will be paid as per the provisions of Article 14 and local provisions on overtime.
- c. Nurses will be scheduled three (3) weekends off in a nine (9) week schedule. Nurses will receive premium pay for all weekend hours in excess of six (6) weekends off in a nine (9) week schedule.
- d. In order to provide full-time nurses with 1950 paid hours per year, in each eighteen (18) week cycle, a nurse will have the option of being scheduled four (4) additional shifts of 11.25 hours on the master rotation which will not incur premium pay and which will be split between days and nights. The nurse may request vacation or paid holidays for these shifts.
- e. Nurses will be granted either Christmas or New Years off on a rotating basis.
- f. Paid Holidays will be incorporated into the rotation.
- g. All other scheduling provisions contained in Article Q shall be honoured, including:

- i. posting of schedules
- ii. a request for change in posted schedules
- iii. time off at Christmas and New Years
- iv. definition of a weekend
- v. part-time availability and additional shifts

h. Where a vacancy occurs in a 2D/2N schedule, the position will be posted as per Article 10.07 of the Central Agreement.

Dated at Brockville, Ontario, this 16 day of October, 2007.

FOR THE HOSPITAL:

C. McF
McCauley

FOR THE UNION:

Sherry Anderson
[Signature]

