

COLLECTIVE AGREEMENT

B E T W E E N:

CHATHAM-KENT HEALTH ALLIANCE
(Public General Campus/St. Joseph's Campus/Sydenham Campus)
(Hereinafter referred to as "the Hospital")

A N D:

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

EXPIRY: March 31, 2011

DATED at Chatham, Ontario this 24th day April of 2009.

FOR THE HOSPITAL:

[Signature]

Judy Horst

Pat Easton

Crista Purdy

[Signature]

FOR THE UNION:

[Signature]
Labour Relations Officer

[Signature]
SW 7 No

Janice C McGaddu

APPENDIX 3 – SALARY SCHEDULES**Registered Nurse**

	April 1, 2008	April 1, 2009	April 1, 2010
Start	27.67	28.50	29.36
1 Year	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 Education Leader, Nurse Educator/Health Education, Patient Flow Coordinator

	April 1, 2008	April 1, 2009	April 1, 2010
Start	29.05	29.93	30.83
1 Year	29.48	30.37	31.28
2 Years	29.98	30.88	31.80
3 Years	31.45	32.39	33.37
4 Years	32.94	33.93	34.94
5 Years	34.80	35.84	36.91
6 Years	36.66	37.76	38.89
7 Years	38.55	39.70	40.89
8 Years	41.28	42.51	43.79
25 Years	42.00	43.26	44.56

Unit Clinical Leaders, Coordinator, Breast Assessment

	April 1, 2008	April 1, 2009	April 1, 2010
Start	29.07	29.90	30.76
1 Year	29.48	30.32	31.19
2 Years	29.95	30.81	31.69
3 Years	31.35	32.25	33.18
4 Years	32.77	33.71	34.68
5 Years	34.54	35.53	36.55
6 Years	36.31	37.36	38.44
7 Years	38.11	39.21	40.34
8 Years	40.71	41.89	43.10
25 Years	41.40	42.60	43.84

**Professional Practice Leader, Advanced Practice Leader/Clinical Education Leader,
Advanced Practice Nurse/Clinical Education Leader.**

Registered Nurse First Assistant (effective December 1, 2008)

	April 1, 2008	April 1, 2009	April 1, 2010
Start	30.44	31.35	32.30
1 Year	30.89	31.81	32.77
2 Years	31.41	32.35	33.32
3 Years	32.95	33.94	34.96
4 Years	34.51	35.54	36.61
5 Years	36.46	37.54	38.67
6 Years	38.40	39.56	40.74
7 Years	40.38	41.59	42.83
8 Years	43.24	44.54	45.87
25 Years	44.00	45.32	46.68

Graduate Nurses

	April 1, 2008	April 1, 2009	April 1, 2010
Start	26.62	27.42	28.24

Nurse Practitioner, Advanced Practice Nurse

	April 1, 2008	April 1, 2009	April 1, 2010
Start	42.19	43.46	44.76
1 Year	43.57	44.88	46.23
2 Years	44.43	45.76	47.13
3 Years	46.75	48.15	49.59
8 Years	46.87	48.28	49.73
25 Years	47.69	49.12	50.59

NOTE: The differential between the Registered Nurse and Clinical Education Leader wage rate is (RN rate x 1.05).

The differential between the Registered Nurse and Unit Clinical Leader wage rate is (RN rate + 1.40).

The differential between the Registered Nurse and Expanded Unit Clinical Leader wage rate is (RN rate x 1.10).

The differential between the Registered Nurse and Graduate Nurse wage rate is (RN rate x 0.962).

APPENDIX 3 – SALARY SCHEDULES**ASSISTANT CLINICAL MANAGER CLASSIFICATION**

There are presently no Assistant Clinical Managers working within Chatham-Kent Health Alliance. The following rate is what was in effect at March 31, 2000. The differential to the Registered Nurse salary rates is indicated.

As at March 31, 2000			Differential
Start	Monthly	\$3,367.00	1.045
	Hourly	20.72	
1 Year	Monthly	3,503.38	1.036
	Hourly	21.56	
2 Years	Monthly	3,687.05	1.037
	Hourly	22.69	
3 Years	Monthly	3,869.05	1.037
	Hourly	23.81	
4 Years	Monthly	4,052.73	1.037
	Hourly	24.94	
5 Years	Monthly	4,275.33	1.035
	Hourly	26.31	
6 Years	Monthly	4,502.38	1.035
	Hourly	27.71	
7 Years	Monthly	4,726.55	1.034
	Hourly	29.09	
8 Years	Monthly	4,958.42	1.034
	Hourly	30.51	

APPENDIX 4 – SUPERIOR CONDITIONS

19.09(FT) Public General and St. Joseph's Campuses Only

Education Allowance

The education allowance referred to in Article 19.09 of this Collective Agreement is as follows:

An Employee having special additional preparation and having completed a post-diploma course in coronary care nursing recognized and accepted by the Hospital as such, will be paid fifteen dollars (\$15.00) monthly additional to the salary schedule referred to in Appendix 3 to this Agreement conditional upon the Employee being employed in the ICCU. Payment of this monthly allowance shall be effective as of the commencement of the first pay period in the month next following submission by the Employee of evidence of the completion of such diploma course and recognition and acceptance thereof by the Hospital.

18.09(PT) Public General and St. Joseph's Campuses Only

The Education Allowance referred to in Article 18.09 of the Agreement is as follows:

A regular part-time Nurse, having special additional preparation and having completed a post-diploma course in coronary care nursing recognized and accepted by the Hospital as such, will be paid sixty-nine cents (69¢) for each tour worked in the ICCU, but not to exceed fifteen dollars (\$15.00) per calendar month, additional to the salary schedule set forth in Appendix 3 to this Collective Agreement. Payment of the said allowance shall be effective as of the commencement of the first pay period in the month next following submission by the Employee of evidence of the completion of such diploma course and recognition and acceptance thereof by the Employer.

For all Employees in the ONA Bargaining Unit of the Chatham-Kent Health Alliance

Dependent coverage for all benefits under Article 17 to age twenty-five (25) years.

APPENDIX 5 – LOCAL PROVISIONS

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ARTICLE A – RECOGNITION CLAUSE

A-1 The Hospital recognizes the Ontario Nurses' Association as the bargaining agent of all Registered and Graduate Nurses employed in a nursing capacity at the Chatham-Kent Health Alliance consisting of the Public General Hospital Society of Chatham, the St. Joseph's Health Services Association of Chatham as the owner and operator of St. Joseph's Hospital, Chatham, and the Sydenham District Hospital, Wallaceburg, save and except Managers, and persons at or above the rank of Manager.

For the purposes of clarity, the parties agree that the persons employed by the Hospital in the positions set forth in the decision of the Ontario Labour Relations Board dated January 29, 1992, pertaining to the Public General Hospital, are excluded from the bargaining unit.

ARTICLE B – MANAGEMENT RESPONSIBILITIES

B-1 The Union recognizes that the Management of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the express provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- (a) Maintain order, discipline, and efficiency and to make, alter and enforce rules and regulations to be observed by Employees;
- (b) Hire, retire, direct classify, transfer, promote, demote, suspend and discipline for just cause; assign Employees to shifts; increase and decrease working forces; provided that a claim that an Employee, who has completed her/his probationary period, has been unjustly discharged, may be the subject of a grievance and dealt with in accordance with the grievance and arbitration procedure;
- (c) Generally manage the Hospital at its sole and absolute discretion and, without restricting the generality of the foregoing to determine the number and location of the Hospital's establishments, the services to be rendered, the methods, the work, the procedures, the kinds and location of Hospital equipment to be used; to select, control and direct the use of all material required in the operation of the Hospital, to determine the work and the services to be provided and performed, and to make alter and enforce regulations governing the use of material, equipment, services and facilities as may be deemed necessary in the interest of the safety and well being of the Hospital patients and public.

B-2 These rights shall not be unfairly or unreasonably exercised in a manner inconsistent with the express provision of this Agreement.

ARTICLE C – NO DISCRIMINATION

C-1 The Hospital agrees to take all reasonable measures to provide a working environment free from all forms of harassment, discrimination, and abuse, including but not limited to sexual, physical, verbal, and emotional.

ARTICLE D – COMMITTEES AND EMPLOYEE REPRESENTATION

D-1 (a) Union Representative - The Hospital will recognize for each defined unit in the Hospital to a maximum of nineteen (19) – fifteen (15) for the Chatham Campuses and four (4) for the Sydenham Campus exclusive of the Bargaining Unit President with no more than one (1) absent from any one unit/department per shift.

(b) Grievance Committee - The Hospital will recognize up to six (6) Employees.

(c) Negotiating Committee - The Hospital will recognize up to seven (7) Employees with no more than two (2) from any one unit/department.

i) Employees on the Negotiating Committee shall be scheduled off for the night shift of the preceding day, and the evening and/or night shift of the actual negotiating day.

(d) Hospital - Association Committee (formerly known as ONA Management Committee) - There will be a Committee consisting of six (6) Representatives from the Union and six (6) from the Hospital.

It is agreed that all Campuses will be represented at all Hospital-Association Committee meetings. Where needed, the Hospital and the Union will agree to meet at specific Campuses to deal with Campus specific issues.

The Bargaining Unit President, or designate, will identify to the Clinical Manager which committee members require payment under Article 6.03(e) at each H.A.C. meeting.

(e) Professional Development Committee - The Hospital will recognize six (6) ONA representatives as identified under Article 9 of the Central Hospital Collective Agreement.

(f) Health and Safety - The Hospital shall recognize one (1) ONA member as a certified worker pursuant to the Occupational Health and Safety Act.

The Hospital will recognize two members to attend meetings, one of which may be an alternate.

(g) The defined units in the Hospital for the purposes of representation are as follows:

- PACU
- Women and Children’s Health
- Medical Unit
- Emergency Department
- Mental Health Service (Inpatient/Outpatient);

- Oncology/Palliative Care
- Rehab
- Complex Continuing Care
- ICU/PCU
- Ambulatory Care
- Occupational Health
- Dialysis Unit
- Breast Screening Clinic – DI
- Information Systems
- Operating Room
- Surgical Unit
- Day Surgery
- Pre-Admit Clinic

Sydenham Campus

- Emergency Department
- Ambulatory Care
- Medical Unit
- Complex Continuing Care

D-2 The Union will supply the Hospital with the names of its Representatives and any changes thereto.

ARTICLE E – INTERVIEW

E-1 The Hospital will arrange with the Union period of time to interview Employees during the orientation period as defined in the Central Agreement, Clause 5.06. It is agreed that this interview will be conducted on a group basis, where possible.

E-2 The interview shall take place on the Hospital premises in a room designated by the Hospital.

ARTICLE F – UNION LEAVE

F-1 Leave of absence for Union business shall not exceed one hundred (100) days in each calendar year, provided five (5) working days notice is presented to their immediate supervisor or designate. For the Chatham Campuses only one (1) Employee per unit shall be absent at any one time except for the Annual General Meeting of the Union at which time not more than two (2) per unit. For the Sydenham Campus no more than two (2) Employees per unit shall be absent at any one time.

F-2 The Employer will pay the Bargaining Unit President/Local Co-ordinator, one (1) site representative and/or Designates at her/his regular straight time hourly rate for all time spent attending meetings with the Employer outside her/his regularly scheduled hours.

F-3 An Employee who is elected to a Provincial Committee of the Ontario Nurses' Association or one (1) person elected as Local Co-ordinator shall be granted

upon request such leave(s) of absence as she/he may require to fulfil the duties of her/his position. Reasonable notice shall be given to the Hospital for such leave of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided elsewhere in this Agreement. During such leave of absence, the Employee's salary and applicable benefits shall be maintained by the Hospital and the Union agrees to reimburse the Hospital in the amount of the full cost of such salary and applicable benefits.

- F- 4 The Employer shall grant the Bargaining Unit President thirty (30) hours per month to be taken in increments of two (2) 11.25 hour shifts and one (1) 7.5 hour shift with pay at a mutually agreed upon time to be taken between 0700 hrs Monday and 1900 hrs Friday for purposes of conducting affairs of the local. Such time shall not be accumulated and must be taken each month and can not be banked as lieu time off with pay.

ARTICLE G – BULLETIN BOARDS

- G-1 (a) The Hospital will provide a glass-enclosed, bulletin board at a mutually agreeable location, at each Campus, for the sole use of the Union.
- (b) The Hospital will permit notices signed by an Officer of the Union regarding meetings and other matters pertaining to the Union to be posted on units, or in staff lounges where they exist on nursing units.

ARTICLE H – SENIORITY LISTS

- H-1 In accordance with Article 10.02, copies of the seniority lists shall be posted June 1st and December 1st of each year at all Campuses of the Chatham-Kent Health Alliance. A copy of the seniority lists shall be filed with the Bargaining Unit President. Seniority lists will be available on the Alliance intranet.
- H-2 In the event of any layoffs, an updated seniority list will be provided to the Bargaining Unit President.

ARTICLE I – SCHEDULING REGULATIONS

- I-1 (a) There shall be no split tours.
- (b) Tours of duty schedules shall be posted four weeks in advanced to cover a four (4) week period. At no time will there be less than four (4) weeks of posted time on the bulletin board. By January 15th of each year the Employer will post the dates when the schedules will be posted in each unit for the calendar year. Requests for specific days off are to be submitted in writing on the "Individual Request Form" one (1) week in advance of the posting. After the schedule is posted, requests will be submitted forty-eight (48) hours in advanced and will be granted based on the order in which they are received, and employees will be advised if such requests are denied within seven (7) calendar days of submitted

request. Such requests must be pre approved by the manager or his/her delegate. Where a conflict occurs, seniority will be the deciding factor.

- (c) Employees may request an exchange of scheduled tours of duty provided such requests are submitted in writing on the "Mutual Request Form" to the Manager, or her/his delegate, co-signed by the Employees involved and approved by the Manager/delegate. Such exchange shall be submitted forty-eight (48) hours in advance of the requested time exchange and will not result in premium pay or overtime. Such requests will not be unreasonably withheld.
- (d) There shall be a minimum of fifteen (15) hours off between the end of the scheduled tour and the start of the next scheduled tour unless expressly waived by the Employee.
- (e) It is understood that a weekend consists of any fifty-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift unless otherwise mutually agreed, in writing, between the Hospital and the Employee
- (f) The Hospital will endeavour to schedule at least one (1) weekend off in two (2). The Hospital will schedule two (2) weekends off in four (4).

If an Employee is required to work on a third and subsequent consecutive weekend, she/he will receive premium payment as defined in the Central Agreement for all hours worked on that weekend save and except where:

- i) such weekend or part thereof 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 or part thereof is worked, as a result of an exchange of shifts with another Employee which has been approved by the Clinical Manager; or
- iv) such employee has not worked at least a full shift as offered during a weekend period defined in Article I – 1 (e) above.

It is understood that Nurses presently receiving every other weekend off will continue to do so.

- (g) Schedules shall not be changed unilaterally by the Hospital once posted, unless mutually agreed otherwise, except in emergency situations.
- (h) Employees will not work more than six (6) consecutive days without days off. An Employee will receive premium pay for the seventh (7th) consecutive and subsequent day worked until next scheduled day off, unless mutually agreed between an individual Employee and her/his immediate Supervisor.

I-2

(a) Full-time Employees Only note to draft – originally was I-1 (i).

After a period of regularly scheduled night duty a period of forty-eight (48) consecutive hours off shall be scheduled. In the event the Hospital fails to provide the requisite hours off as provided herein, an Employee will be compensated with premium pay for all hours worked within these hours which should have been scheduled off.

An Employee shall not be required to work three (3) different tours (i.e., day tour, afternoon tour, and night tour) in any seven (7) day period except in the case of an extreme emergency situation.

Any Full-time Employee shall not be scheduled on the master schedule to work in any calendar year more than fifty percent (50%) of evening or night tours to the amount of time scheduled on the day tour unless mutually agreed to by the Employee in writing.

(b) Part-time Employees Only note to draft – originally was I-1 (j) ii).

An Employee shall not be required to work three (3) different tours (i.e., day tour, afternoon tour, and night tour) in any seven (7) day period, unless she/he agrees otherwise.

(c) Permanent Shifts note to draft – originally was I-1 (k).

i) The Hospital will consider requests for permanent shifts other than the day shift on an individual basis. Scheduling for such shifts will be in accordance with article I and article J.

ii) The Hospital may assign the Employee to the day shift from time to time for training, development, reorientation, or evaluation. Permanent shift agreements will not be terminated unreasonably.

(d) Full-time Employees Only note to draft – originally was I-1 (l).

Where a unit follows a master rotation, such rotation will not be changed without the consent of the Union. The Employer will provide the Union and effected employees with six (6) weeks written notice of such proposed change. Individual requests will be considered at the time of such change. The Union will not unreasonably withhold such consent.

i) Where a vacancy occurs in a master rotation, the hospital will consider requests from current employees on the unit to fill the vacant line. Requests will be considered on the basis of skill and seniority and the subsequent vacancy will be posted if required.

(e) Jury & Witness Duty note to draft – originally was I-1 (m).

Employees required to serve on or attend any of the proceedings outlined in Article 11.06 of the Central Collective Agreement shall have their schedule changed to reflect the day tour for the time they are required to attend. The Employees will not be required to work a scheduled weekend in the same week in which they attended these proceedings, if their

regular attendance has equalled or is greater than 37.5 hours during the week. Changes to an Employee's schedule to comply with this provision shall not give rise to premium pay entitlement.

I-3 (a) Regular Part-time Commitment note to draft – originally was I-1 (n).

A regular part-time Employee is defined as an Employee who signs and files with the Hospital through its nursing office a written commitment, which will include the following conditions:

- i) Available on a predetermined scheduled basis on a unit at a specific Campus, for at least five (5) seven and one half (7.5) hour tours per biweekly period or thirty seven and one half (37.5) hours or thirty-three and three quarter (33¾) hours per biweekly period for Employees whose hours of work consist of a combination of short, normal and/or extended tours.
- ii) Available for two (2) weekends in four (4).
- iii) Available for all tours of duty unless they have a commitment for a permanent shift.
- iv) A Regular part-time Nurse must be available as required by the Hospital to work eleven (11) calendar months of the year. This time must include the month of December, the week designated as March Break and the prime time period of June 15th to September 15th inclusive, except for scheduled vacations. Vacation time may be taken in one-week segments or multiples thereof. This does not preclude a regular part-time Nurse from requesting specific days or weekends off pursuant to Article I-1(b).
- v) Available for work during one (1) of the Christmas holiday period or New Year's holiday period.
- vi) Available three (3) of Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day and Third Monday in February.
- vii) Prior to the posted schedule, regular part time excluding job sharers, have the right to request up to two (2) shifts off per bi-weekly period without affecting their scheduled hours, pursuant to the scheduling regulations in article I and article J. Any additional shifts an employee is unavailable to work within that two (2) week bi-weekly period, such employee shall have their shifts prorated/reduced on requested time off in excess of two (2) days in a two (2) week bi-weekly period.
- viii) During a two (2) week biweekly commitment period in which the RPT (excluding job sharers) nurse has a scheduled period of vacation, she/he will have their scheduled hours reduced by fifty percent (50 %) of available scheduled hours.

I-4 Regular Part-time Scheduling Provision note to draft – originally was I-1 (o).

- (a) All available part-time nursing shifts/hours other than those included in any job-sharing schedule will be divided equally among all of the regular part-time Nurses on a unit.

Available part-time nursing shifts in 1) above will include 7.5, 12, and 4 hour tours.

No part-time Nurse will be scheduled solely on 4-hour tours in any posted schedule except where a Nurse has requested 4-hour tours or there are no other tours available to be scheduled.

- (b) Where shifts remain available to be scheduled prior to the schedule being posted, the Hospital will equitably distribute any additional tours in the following order:

- i) to regular part-time Nurses on the unit working in job-sharing arrangements on the basis of rotating seniority.
- ii) to casual Nurses on the unit.

- (c) Where a regular part-time Nurse does not want to be scheduled for any shifts over and above the minimum part-time commitment, she/he will indicate this in writing to her/his Clinical Manager.

- (d) Where a Nurse is scheduled to work a four (4) hour tour, and a need arises to extend the four (4) hour tour to seven and one-half (7½) hours, the Nurse working the four (4) hour tour will be given the opportunity to work the additional hours before the tour is offered as an additional tour under (2) below, provided the hours do not result in premium pay.

- (e) Additional Call-In Shifts

- i) Additional shifts which become available on each unit after the schedule has been posted, will first be offered to regular part-time Nurses and job-sharers on the unit on the basis of rotating seniority, provided that these tours are not at premium pay.

- ii) Additional shifts remaining available after (e) i) above will be offered to casual Nurses on the unit and then to regular part-time Nurses and job-sharers off the unit who have indicated in writing an availability for additional shifts on that unit on the basis of seniority, provided that these tours are not at premium pay.

- iii) Any regular part-time Nurse who does not wish to be called for additional shifts must put their desire not to be called in, in writing, to their Clinical Manager.

- iv) The employer has the right to call in regular part time and casual part time employees for non established tours, as required for patient transport, sick replacement for nurses going home during

shift, increased patient acuity or census and will not result in premium pay unless otherwise provided for. Where a nurse accepts a tour of less than 7.5 hours and reports to work between the hours of 2400-0600h, they shall receive premium pay.

For clarity:

- A) Rotating seniority continues from the last Nurse called;
- B) A tour will be deemed to be offered whenever a call is placed;
- C) Nurses must provide one (1) telephone number for call-in purposes. A Nurses' home telephone number is presumed to be the contact number unless the Hospital receives written notification to the contrary;
- D) An offer to work cannot be accepted from anyone other than the Nurse;
- E) Nothing in the above precludes a Nurse from calling the Hospital once they receive a message indicating that a call was made, to check to see if the shift remains available and if so, to accept the shift at that time;
- F) There is no responsibility for the caller or Hospital to wait for an answer. The Nurse must give her/his answer when called. (This does not prevent a Nurse from checking for a sitter and calling back to the Hospital to see if the shift is still available.)

(f) Casual Part-time

Casual part-time Nurses may be called in or scheduled to work on a unit after all available hours of work have been offered to all regular part-time Nurses under (a) and (b) above.

I-5 Scheduling of Premium Pay Shifts note to draft – originally was I-1(o) i) G).

- (a) Once the Hospital has decided to schedule or call in a part-time Nurse under I-4 (a), (b) or (c), above and have exhausted all part-time Nurses in a non-premium pay situation, the hours will then be offered to Nurses in a premium pay situation in the following order:
 - i) All regular part-time and job-sharers on the unit by rotating seniority;
 - ii) All full-time and regular part-time Nurses filling a temporary full-time vacancy greater than two (2) weeks on the unit on the basis of seniority;
 - iii) All regular part-time and job-sharers off the unit, who have indicated an availability to work on that unit, by seniority;

- iv) Any full-time and regular part-time Nurses filing a temporary full-time vacancy greater than two (2) weeks off the unit, who have indicated an availability to work on that unit, by seniority;
- (b) Notwithstanding the above, where a regular part-time Employee had a scheduled shift cancelled and a need arises whereby the Hospital intends to call an Employee in for the same cancelled shift, the Employee who has had her/his shift cancelled will be given the first opportunity to work that call-in shift.

If the cancelled Employee is offered an on-call option, and refuses, then the Nurse waives the right to recall for that tour.

I-6 Employees off the unit note to draft – originally was I-1 (p)

- (a) Where no regular part-time employee is willing to perform the available work, the tour will be offered to:
 - i) regular part time employees off the unit who are qualified to perform the work, who have completed their probationary period in accordance with 10.01 (a) i), and who have indicated in writing, an availability to work additional tours on that unit on the basis of seniority;
 - ii) the employer will determine the required number of employees from off the unit;
 - iii) should an employee from off the unit not work on that unit in a calendar year, they shall be deemed no longer available for work on that unit.

I-7 Normal hours of work are as follows: note to draft – originally was I-2

- (a) Tours shall be defined as:

Day tour – 0700 to 1500 hours;
Evening tour – 1500 to 2300 hours;
Night tour – 2300 to 0700 hours.

It is understood that the day tour is the first tour of the day.

- i) For purposes of scheduling, shift layoffs and shift cancellations, a day shift is defined as any shift commencing within the hours of 0600 to 1000.
- ii) The Employer will notify the Union in writing six (6) weeks prior to initiating variations to the above tours or the tours identified in Appendix "A". These variations will be agreed to with the Association prior to implementation. The Association shall not unreasonably withhold such agreement.

(b) Shift Premium

For regular tour and extended tour Employees:

- i) The evening shift premium, when applicable as per Article 14.10 of the Central Collective Agreement, will be payable between 1500 and 2300 hours.
- ii) The night shift premium, when applicable as per Article 14.10 of the Central Collective Agreement, will be payable between 2300 hours and 0700 hours.
- iii) The weekend premium pursuant to Article 14.15 of the Central Collective Agreement will be paid during the hours from 2300 Friday to 2300 Sunday.

I-8 Tours of Less than the Normal Tours (7.5 hours) – Part-time Employees Only
note to draft – originally was I-3

Where tours of less than 7.5 hours are required, Article I, in its entirety, applies except as amended by the following:

- (a) There shall be an equitable distribution of such tours among the part-time Employees in each unit.
- (b) 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 requested by the Employee.
- (c) The Hospital will endeavour not to schedule Employees solely on tours of less than 7.5 hours on a weekend.
- (d) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum.

I-9 note to draft – originally was I-4
Pursuant to Article 14.09 of the full-time Central Collective Agreement, full-time Employees electing equivalent time off in lieu of overtime payment must take such time off within one hundred and twenty (120) days of the end of the pay period in which overtime was earned. Such time off is to be scheduled at a mutually agreed upon time within the one hundred and twenty (120) day period or payment will be made at the applicable rate. Where the 120-day time limit falls within the prime time vacation period, the 120-day time limit may be extended past the prime time vacation period. Exceptions and extensions to this provision may be made for the Nurse solely for the purpose of using lieu time during a short-term layoff on their unit equivalent to the duration of the layoff period. Where an employee opts for equivalent time off, the maximum accumulation at any time shall not exceed thirty-seven and one half (37.5) hours.

I-10 Standby/On-Call note to draft – originally was I-5

- (a) i) Applicable to Operating Room/PACU Employees only:
Where standby/on-call assignments are scheduled, such assignments will be distributed equally among all of the Employees in that unit (full-time, regular part-time, and Nurses working in a job sharing arrangement).
- ii) Applicable to All Other Units:
Where standby/on-call assignments are scheduled in any unit, such assignments will be distributed equally among regular part-time and job share employees in that unit unless otherwise agreed to by the employer and the union.
- (b) The Hospital will notify the Union in writing six (6) weeks prior to initiating standby assignments on any unit.
- (c) Standby assignments shall be posted at the time of the tours of duty schedules outlined in Article I-1(b). Employees shall be permitted to exchange their standby assignment provided approval is received from the Clinical Manager.
- (d) i) Operating Room / PACU Employees normally scheduled to work Monday to Friday will not be scheduled on standby for more than one (1) in three (3) weekends, unless mutually agreed in writing between the Employee and the Hospital.
- ii) When a full-time or regular part-time Employee is scheduled for standby on a weekend, she/he is considered to be “working” the weekend, for scheduling purposes.
- (e) Employees scheduled for standby shall be provided with beepers.
- (f) Standby will not be scheduled on a night before a scheduled day shift (except in the Operating Room / PACU), unless agreed otherwise by the Employee.
- (g) Where an Employee is called in from standby and worked during the hours after 2400 hours, such Employee will not be required to work the day shift unless she/he does so by mutual agreement between the Employee and the Hospital.
- (h) The Hospital will make available one private room (at either Public General or St. Joseph’s Campuses, and at the Sydenham Campus) for Employees scheduled for standby.

ARTICLE J – EXTENDED TOURS

J-1 Extended Tour Implementation and Discontinuation

- (a) Extended tours shall be introduced into any unit when:
 - i) Seventy percent (70%) of all full-time and regular part-time Employees on the unit, who vote so indicate by secret ballot, and
 - ii) The Hospital agrees to implement the extended tours. Such Agreement shall not be withheld in an unreasonable or arbitrary manner.

- (b) Extended tours may be discontinued in any unit when:
 - i) seventy percent (70%) of all full-time and regular part-time Employees, on the unit Employees who vote 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 extended tours in the schedule.

- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
 - i) the Parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - ii) where it is determined that the extended tours will be discontinued, affected Employees shall be given sixty (60) days' notice before the schedules are so amended.

- (d) In this Article J-1, the process by which any secret ballot shall be conducted will be as mutually agreed between the Hospital and the Association.

- (e) All full-time and part-time Employees shall be required to work extended tours in those areas where the compressed work week is scheduled.

- (f) There will be a minimum of twelve (12) months between extended tour votes identified in Article J-1 (a) or (b) above. Such twelve (12) month period will commence from the date of implementation of the extended tour schedule.

J-2 (a) Extended tours shall normally be defined as:

0700 – 1900
1900 – 0700

unless the Hospital and the Union agree to alter extended tours to meet the needs of a specific unit.

Variations to the above tours or the tours identified in Appendix "A" will be agreed with the Association prior to implementation. The Association shall not unreasonably withhold such agreement.

(b) Full-time Employees Only

Hours of work for Nurses who work extended tours shall be averaged over a period as agreed to by the parties to meet the needs of a specific unit.

Where a unit follows a master rotation, such rotation will not be changed without the consent of the Union. The Employer will provide the union and effected employees with six (6) weeks written notice of such proposed change. Individual requests will be considered at the time of such change. The Union will not unreasonably withhold such consent.

i) Where a vacancy occurs in a master rotation, the hospital will consider requests from current employees on the unit to fill the vacant line. Requests will be considered on the basis of skill and seniority and the subsequent vacancy will be posted if required.

J-3 Scheduling of extended tours shall be in accordance with the following:

(a) No split shifts;

(b) No Nurse will be scheduled to work more than three (3) consecutive extended tours. Premium pay will be paid for all hours worked on a fourth (4th) consecutive and all subsequent consecutive extended tours until a day off is received save and except where:

i) such tour has been worked by the Nurses to satisfy specific days off requested by the Nurse; or

ii) such tour is worked as a result of an exchange of tours with another Nurse.

(c) Full-time Employees will be scheduled at least two (2) consecutive days off.

(d) A weekend for the purpose of this Article is defined as being fifty-six (56) hours between 1900 hours on Friday and 0700 hours on Monday.

(e) The Hospital will endeavour to schedule at least one (1) weekend off in two (2). The Hospital will schedule two (2) weekends off in four (4).

If an Employee is required to work on a third and subsequent consecutive weekend, she/he will receive premium payment as defined in the central agreement for all hours worked on that weekend save and except where:

- i) such weekend or part thereof 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 or part thereof is worked, as a result of an exchange of shifts with another Employee which has been approved by the Clinical Manager.
- (f) There will be at least forty-eight (48) hours off when changing from the night shift to the day shift. There will be a minimum of eleven point twenty-five (11.25) hours off between scheduled shifts.

J-4 Pursuant to Article 13.02, the total break time for extended tours will be as follows:

- The first 45 minutes of break time (15 minutes and 30 minutes) will be paid time;
- The second 45 minutes of break time (15 minutes and 30 minutes) will be unpaid time.

J-5 2D 2N Extended Tour Schedules

- (a) When the Hospital and the Union agree, the 2D 2N extended tour schedule may be instituted where seventy percent (70%) of those Employees on a particular nursing unit who vote have so indicated by secret ballot. The Union shall conduct such votes.
- (b) When less than seventy percent (70%) of the staff on a particular nursing unit vote, as outlined in paragraph 1, in favour of the 2D 2N extended tour schedule by secret ballot, the Union may approach the Hospital and ask them to reconsider the implementation of a combination 2D 2N extended tour schedule, other extended tours and a normal (7.5 hour) tour in a particular unit.
- (c) Where the parties agree, the seventy percent (70%) figure may be varied and may be applied to combined full-time and regular part-time vote or to separate full-time and regular part-time votes.
- (d) The Hospital shall make space available to the Union in order to permit the Union to conduct a vote to ensure the full-time and regular part-time Unit staff have indicated their preference for the proposed schedule.
- (e) At any meeting with the Employer to discuss the 2D 2N schedule, a member of the Local Executive should be in attendance.

- (f) A trial of the 2D 2N schedule shall run for any nine (9) month period agreed to by the parties; after which a further vote of the Employees will be conducted. Where at least seventy percent (70%) of the Employees of the Unit who vote indicate a willingness to continue with the 2D 2N schedule, the arrangement will become permanent.
- (g) Employees may elect not to participate in the 2D 2N schedule trial at any time prior to the commencement of the trial by notifying the Clinical Manager of their desire to remain on the existing Master Schedule. Participation in the trial is strictly voluntary. However, once a decision is made to take part in the trial, the Employee remains committed to the trial for its duration.
- (h) If the 2D 2N schedule becomes permanent as provided by paragraph (f) above, all current Employees will, at the time, be given the opportunity not to participate in the 2D 2N schedule by notifying the Clinical Manager of their desire to remain on the existing Master Schedule. At the time the schedule becomes permanent, Employees hired subsequent to the commencement of the 2D 2N schedule shall continue in the 2D 2N schedule.
- (i) The 2D 2N schedule may be discontinued in any unit when:
 - i) Seventy percent (70%) of the staff in a unit so indicate by secret ballot; or
 - ii) Where the Hospital decides to do so because of:
 - A) Adverse effects on patient care, or
 - 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, and states its intention to discontinue the extended tours in the schedule;
 - iii) When notice of intention to discontinue in accordance with (a) or (b) is given by either party, then:
 - A) The parties shall meet within four (4) weeks of the notice to review the request for discontinuation; and
 - B) Where it is determined that the extended tours will be discontinued, affected staff shall be given sixty (60) days notice before the schedules are so amended.
- (j) The scheduling provisions in Article J are applicable except as expressly amended below:
 - i) Employees shall not be required to work more than four (4) extended tours. Where schedules do not conform to this, the Employee shall be paid a premium pay for the fifth (5th) and subsequent day(s) until a day off is scheduled;

- ii) If an Employee is required to work on a fourth (4th) and subsequent consecutive weekend, she/he will receive premium payment as defined in the Central agreement for all hours worked on that weekend save and except where:
 - A) Such weekend has been worked by the Employee to satisfy specific days off required by such Employee; or
 - B) Such Employee has requested weekend work; or
 - C) Such weekend work is worked as the result of an exchange of shifts with another Employee.
- (k) All schedules will be done on the basis that each full-time Employee will be scheduled for 1,950 hours per year.
- (l) For purposes of training and/or orientation, regular part-time scheduling provisions may be waived in accordance with the 2D 2N language for the period of the employee's training needs. All other premium pay provisions apply.
- (m) This provision is applicable to full time and part time employees working in a job share arrangement.

J-6 All provisions contained in this Appendix 5 of Local Issues will apply to Employees working extended tours unless expressly amended above.

ARTICLE K – CHRISTMAS/NEW YEAR'S SCHEDULING

K-1 Employees will receive at least five (5) consecutive days off at Christmas or New Year's. The Hospital will provide time off from the completion of the night shift the day before the holiday that the Employee is granted (either Christmas Day or New Year's Day). Christmas will include Christmas Eve Day, Christmas Day, and Boxing Day and New Year's will include New Year's Eve Day and New Year's Day. Where an Employee requests not to be scheduled off five (5) consecutive days at Christmas or New Year's, such an Employee is to put her/his request in writing to the Clinical Manager.

- (a)
 - i) The Christmas period shall be from 0700 hours December 24th, to 0700 hours on December 27th.
 - ii) The New Year's period shall be from 0700 hours on December 31st to 0700 hours on January 2nd.
- (b) Nurses will yearly alternate Christmas and New Year's Day time off. The approved holiday schedule shall be posted no later than October 25th. New nurses hired, shall be scheduled as needed and yearly thereafter, shall alternate. Exchanges made between nurses will not be considered in the scheduling of Christmas and New Year's in the following year.

- (c) Where a nurse requests by September 30th and where the scheduling permits units to have some Nurses off both Christmas and New Year's, such scheduling shall be done on a rotational basis determined by seniority.
- (d) The approved Christmas and New Year's schedule shall be posted no later than October 25th in any year.
- (e) This provision shall not apply to Nurses normally scheduled to work Monday to Friday or to Nurses who normally are not required to work on paid holidays.
- (f) Scheduling provisions may be waived between December 15th and January 15th in order to provide Christmas and New Year's Day scheduling.
- (g) The Hospital will subject to availability schedule a short tour of seven and one-half (7.5) hours for those Nurses who have indicated their desire on the posted preference sheet to work a short tour between 0700h December 25th and 2300h on December 26th. This short tour will be granted based on seniority.
- (h) During the period of December 15th and January 15th, Employees will not be scheduled to work more than three (3) consecutive extended tours, or five (5) consecutive normal tours or thirty-seven and one-half (37.5) hours where a combination of consecutive tours are scheduled without their expressed consent with the exception of 2D2N rotations.
- (i) The Hospital will post a blank Christmas and New Year's preference sheet no later than September 1st in each year. Employees are to indicate their preference for time off no later than September 30th. Where a conflict arises, Employees who have requested the same holiday off as the previous year will have their preference changed based on reverse order of seniority. The finalized Christmas/New Year schedule will be posted no later than October 25th of each year.

Notwithstanding I – 1 (b), nurses are to submit individual requests for time off during the six (6) week Christmas and New Year schedule fourteen (14) days in advance of posting.

- (j) The provisions of this Article do not apply to Employees working on units that are not required to work on either Christmas Day or New Year's Day.

ARTICLE L – JOB-SHARING

- L-1 Job-sharing arrangements shall be voluntary for all participants.
- L-2 All job-sharers shall be treated as regular part-time Employees and be subject to the part-time scheduling provisions of the Collective Agreement except where referred to and/or amended herein.
- L-3 Where the job-sharing arrangements arise out of the filling of a vacant full-time position, both job-sharing positions shall be posted and selection based on the

criteria set out in the Collective Agreement. An incumbent full-time Nurse wishing to share her/his position may do so without having her/his half of the position posted; however, the other half of the job-shared position shall be posted and the selection based on the criteria set out in the Collective Agreement. Where two full-time Nurses wish to share a full-time position, they will choose which of the two positions will be shared and the remaining position will be filled on a temporary basis for the duration of the trial six (6) month period of the job-sharing agreement.

L-4 If one of the job-sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the shared position shall revert to a full-time position. The remaining Nurse will have the option of continuing in the full-time position or another part-time position. If she/he does not continue full-time, the position shall be posted according to the Collective Agreement.

L-5 If after a six (6) month period the Hospital wishes to terminate a job-sharing arrangement, it may do so upon advance written notification sixty (60) days to the Employees. If this occurs, the position will revert to a full-time position and both Nurses may apply and seniority will decide. The unsuccessful Nurse will have the option of remaining as regular part-time.

If after a six (6) month period, the Nurses who take part in job-sharing wish to terminate the arrangement, they may do so upon advance written notification sixty (60) days to the Hospital. When this occurs, the Nurses will have the option of remaining as regular part-time. The full-time position will then be posted as per the Collective Agreement.

Any discontinuation of a job-sharing arrangement will not be done in an unreasonable or arbitrary manner.

L-6 No new job-sharing requests will be granted on any unit once any notice of layoff has been provided to the Union until the notice period has expired.

L-7 Posted schedules for the job-sharers shall be based on the schedules that would apply to a full-time Nurse holding that position. Such schedule shall conform with the full-time scheduling provisions of the Collective Agreement.

L-8 Total hours worked by the two (2) job-sharers shall be equal to one (1) 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 shall be covered. The division of the hours over the schedule shall be determined by mutual agreement between the two (2) Nurses and the Clinical Manager of the Unit. Such schedules will not be unilaterally imposed or changed by the Employer. Job-sharers can be scheduled to work outside their regular full-time hours for that position where the Nurse so agrees, pursuant to the parameters identified in Article I-1(o). Each job-sharer may exchange shifts with her/his partner as well as with other Nurses in accordance with the Collective Agreement.

L-9 Job-sharers may be required to cover for their partner in case of absences in excess of three (3) scheduled working days for standard extended tours and in excess of four (4) scheduled working days for 2D2N extended tours until a

temporary replacement can be found. Should they choose to cover their partner's absence, they must cover the entire absence.

L-10 For vacation, the job-sharing partner will provide the replacement, and this position shall not form part of any unit vacation quota.

L-11 Job-sharers will not be required to work in total more Paid Holidays than would one (1) full-time Nurse, unless mutually agreed otherwise. The job-sharers involved will determine between themselves and the Clinical Manager which partner will work on the scheduled Paid Holidays.

The parties agree to a Letter of Understanding regarding nurses who accept a posted job share position and nurses who agree to job share their full time position will work either Christmas Day or New Year's Day and alternate each year there after.

L-12 Scheduling over Christmas and New Year's shall be in accordance with the full-time scheduling provisions of the Collective Agreement.

L-13 Units which currently have more than one (1) job-sharing position will not have any job sharing arrangements discontinued arbitrarily or unreasonably. There will be one (1) job sharing position for up to ten (10) full time employees on each nursing unit. The employer will consider requests for another job share position for every ten (10) full time employees.

ARTICLE M – VACATIONS

M-1 (a) i) Employees shall receive vacation based on length of service as of September 1st of each year.

ii) The vacation year shall be from January 1st to December 31st of each year.

(b) **Regular Part-time Employees Only**

All regular part-time Employees will be entitled to unpaid vacation time off equivalent to the vacation entitlement of full-time Employees based on equivalent years of service, calculated pursuant to the formula set out in Article 16.03 of the Central Agreement.

M-2 Full-time and part-time Nurses shall submit their vacation requests for the prime time period of June 15th to September 15th, inclusive, by April 1st, and such requests shall be considered on the basis of seniority. Authorized vacations during this period shall be posted by May 1st. Requests for vacations for the prime time that are submitted after April 1st will be approved on a first come, first served basis based on the date the request was submitted.

Requests for vacations outside the prime time will be approved on a first come, first served basis based on the date the request was submitted. Where vacation requests submitted are for the same period of time, and the request is submitted on the same date, seniority will be the deciding factor. Approval of vacation

requests submitted in writing on the Individual Request Form will be provided to the Employee in writing within seven (7) calendar days of the submitted request.

The Hospital is committed to providing a healthy work environment for Nurses. In an effort to preserve a healthy balance between work life and personal life, full time Nurses are to request sixty (60) percent of their vacation entitlement prior to April 1st.

The Hospital shall give notice of the remaining vacation days by the first week in September, and vacation requests for such remaining days shall be submitted by October 1st.

Vacation will be limited to four (4) weeks during the prime time period. Additional weeks of vacation may be approved during prime time if operationally practicable.

M-3 Vacation Scheduling

- (a) Vacation quotas shall not be unduly restrictive and shall only include members of the bargaining unit.
- (b) It is understood and agreed that the Hospital shall consider the Nurses' preference as to the timing of their vacation, but of necessity the Hospital must reserve the right to the final decision as to the scheduling of vacation. Vacations may be taken at any time of the vacation year.
- (c) A week of vacation shall be defined as seven (7) consecutive calendar days which include five (5) vacation days and two (2) days off.
- (d) Either the weekend before or after the vacation shall be scheduled off.
- (e) For part-time Employees Vacation pay based on a percentage of gross salary for work performed will be paid each pay period.
- (f) Full-time Nurses may, on request, be granted up to 15 vacation days in single or multiple consecutive days. Such requests shall not be unreasonably denied.

M-4 Where the schedule of an Employee is changed after the Employee leaves on vacation, the Hospital will notify the Employee of the change of schedule.

M-5 After the schedule has been posted, approved vacation and lieu time can not be cancelled by the Nurse except under exceptional circumstances.

ARTICLE N – HOLIDAYS

N-1 The following are the paid holidays which will be observed for the purpose of this Agreement:

- New Year's Day (to be observed on January 1st)
- Family Day (to be observed on the third Monday in February)
- Good Friday
- Easter Monday

Victoria Day
Canada Day (to be observed on July 1st)
Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day (to be observed on November 11th)
Christmas Day (to be observed on December 25th)
Boxing Day (to be observed on December 26th)

N-2

Full-time Employees Only

- (a) Earned lieu days for Nurses regularly scheduled normal daily tours of seven and one-half (7½) hours may be accumulated to provide a bank of a maximum of five (5) days and shall be taken thirty (30) days before or one hundred and twenty (120) days after the date on which the holiday was observed, such day off to be at a time mutually convenient to the Hospital and the Nurse. If a lieu day is not taken within the time limits, it shall be paid according to Article 15.06.
- (b) Earned lieu days for Nurses working extended tours may be accumulated to provide a bank to a maximum of five (5) days from which a Nurse may draw at any mutually agreeable time, in periods of no less than seven and one-half (7½) hours, such days to be taken thirty (30) days before or one hundred and twenty (120) days after the date on which the holiday was observed. If taken in seven and one-half (7½) hour increments, the balance of a full extended tour may be taken as three and three-quarter (3¾) hours leave without pay or three and three quarter (3¾) hours of earned vacation entitlement. If a lieu day is not taken within the time limits, it shall be paid according to Article 15.06.
- (c) Where mutually agreed between the Nurse and the Hospital, a Nurse will be permitted to utilize earned lieu days in segments of four (4) hours. Such agreement will not be unreasonably denied. The four (4) hours will either be at the beginning or the end of the scheduled shift, and not on a statutory holiday or weekend shift, and will not result in any premium pay nor be in conjunction with any other leave.

ARTICLE O – MODIFIED WORK

O-1 The Hospital will notify the Bargaining Unit President or Designate of the names of all Employees who go off work due to a work related injury or when an Employee goes on LTD.

The Hospital will provide to the Union a monthly list of all Employees on modified work programs at the beginning of each month.

O-2 Prior to any employee returning to work on a modified/light/alternate work program, the hospital will meet with the employee, who shall be accompanied by the Bargaining Unit President. The Bargaining Unit President will also provide the employer with the names of two alternates for each Campus. When the terms and conditions of the program have been agreed upon, the hospital will confirm such terms and conditions to the employee with a copy to the Bargaining

Unit President. Any documents respecting such program which the hospital requires to be signed by the union shall be submitted to the union for signing.

- O-3 The Hospital agrees to supply the Union with a copy of the WSIB Form 7 (Employer's Report of Accidental Injury or Industrial Disease) within at least seventy-two (72) hours after it has been sent to the Board. If the Union is of the opinion that the Form 7 contains errors or omissions, it may request a meeting with the Hospital to be held as soon as possible. If, as a result of such meeting, the Hospital and the Union agree that the Form 7 contains errors or omissions, the Hospital will notify the Board of such errors or omissions.

ARTICLE P – VIOLENCE PREVENTION AND CONTROL

- P-1 Any uniform damaged in the course of Nurses performing their regular duties other than through carelessness shall be repaired, cleaned or replaced by the Hospital.
- P-2 The Hospital with the Employee's consent, will inform the Union within three (3) days of any Employee who has been assaulted while performing her/his work. Such information shall be submitted in writing to the Union. Assault shall be defined as any verbal or physical act of aggression against a Nurse.

ARTICLE Q – PREPAID LEAVE

- Q-1 (a) Subject to (b) below, the maximum number of eleven (11) Employees in total from the bargaining unit shall be absent at any one time under the Prepaid Leave Plan, as referred to under Article 11 of the Central Collective Agreement. Five (5) of such Employees may be part-time.
- (b) No more than two (2) Employees may be absent from any one (1) unit at any one time under the Prepaid Leave Plan as referred to in (a), above.

ARTICLE R – PAY CHEQUES

- R-1 Payment of wages will be made by depositing the net amount payable to the Employee to the credit of the Employee's designated account at any Kent County chartered bank that utilizes a computer banking transfer system. All Employees and all future Employees, as a condition of employment, shall sign an authorization to permit the payment of wages as referenced above.

ARTICLE S – SICK LEAVE

- S-1 Sydenham Campus Only

The Hospital will notify each Nurse of the amount of unused sick leave in the bank during the first week of December of each year.

Pay out of frozen sick hours bank at fifty percent (50%) within thirty (30) days of ratification. Hospital to provide ONA with list of eligible employees (8 Nurses).

ARTICLE T – BENEFITS

T-1 The Hospital agrees to continue its present practice relating to the Malpractice and Professional Liability Insurance.

T-2 Retiree Benefits – Process for payment

Any bargaining unit Employee who retires and wishes to participate in the benefit plans as outlined in article 17.01(h) will provide advance payment of the benefits through a preauthorized 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 retired Employees in January of each year, and each time the benefit costs are renegotiated by the Employer.

ARTICLE U – NOTICE TO UNSUCCESSFUL JOB APPLICANTS

U-1 The parties agree that any unsuccessful candidate for an ONA job posting will be notified, in writing, within one (1) week of the decision being 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.

APPENDIX "A"

ALTERNATE SHIFTS – ARTICLES I-2 AND J-2

CHATHAM CAMPUSES

Emergency Department

0800 to 1600 hours
0800 to 2000 hours
0900 to 2100 hours
1030 to 2230 hours
1100 to 1900 hours
1100 to 2300 hours
1200 to 2400 hours
1600 to 2400 hours

Operating Room

0630 to 1430 hours
0730 to 1530 hours
0800 to 1600 hours
0900 to 1700 hours
1000 to 1800 hours
1200 to 2000 hours
1400 to 2200 hours

ICU

0800 to 1600 hours

PACU

0800 to 1600 hours
0900 to 1700 hours
1000 to 1800 hours
1200 to 2000 hours

Day Surgery

0600 to 1400 hours
0800 to 1700 hours
0900 to 1700 hours
1000 to 1800 hours
1200 to 2000 hours

Rehab

Complex Continuing Care

1500 to 1900 hours
1900 to 2300 hours

Stroke Strategy

0800 to 1600 hours

Women's & Children's Health

0800 to 1600 hours

Occupational Health and Safety

0800 to 1600 hours

Dialysis

1100 to 2300 hours

Pre Admit

0700 to 1700 hours

0800 to 1600 hours

Ambulatory Care

0800 to 1600 hours

0900 to 1700 hours

Information Systems

0800 to 1600 hours

Surgical Unit

0700 to 1700 hours

0800 to 1600 hours

1000 to 1800 hours

1100 to 2300 hours

Medicine Unit

0800 to 1600 hours

1400 to 2200 hours

Chemotherapy

0800 to 1600 hours

Diagnostic Imaging

0800 to 1600 hours

Psychiatry

0800 to 1600 hours

0830 to 1630 hours
0900 to 1700 hours

SYDENHAM CAMPUS

Emergency Department

1100 to 2300 hours

Ambulatory Care

0800 to 1200 hours

LETTER OF UNDERSTANDING

B E T W E E N:

CHATHAM-KENT HEALTH ALLIANCE

(Hereinafter referred to as "the Hospital")

A N D:

ONTARIO NURSES' ASSOCIATION

(Hereinafter referred to as "the Union")

Re: Article 13.04 – Weekend Schedule

The parties agree to establish a Weekend Schedule on the Emergency Unit. In accordance with Article 13.04 of the Collective Agreement, the following provisions will apply:

Introduction

1. The schedule be implemented on a trial basis for a six-month period.
2. Implementation is subject to a vote requiring the eighty (80) per cent of the Employees on the Unit to indicate, by secret ballot, their willingness to participate in a master schedule that accommodates the Unit Weekend Worker.
3. The vote will be conducted by secret ballot by the Union.
4. Should the Employees indicate their willingness to participate as outlined above, one weekend worker position will be created. A weekend worker full time position created from within the current full time positions (with ninety (90) days notice to the Union) shall be filled with a full time employee from within the unit/department on the basis of seniority from those who indicated an interest to work a weekend worker schedule. Should the weekend worker schedule be an additional full time position the hospital shall post the full time vacancy as such.
5. At the end of the six-month period, a further vote shall be held to indicate whether or not to continue with the Weekend Worker Schedule.

Discontinuation

6. The Nurse in this position may discontinue the Weekend Schedule with ninety (90) days' notice.
7. Either the Hospital or the Union may discontinue the Weekend Schedule with ninety (90) days' notice. Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation shall not be unreasonable or arbitrary.

8. If the parties decide to discontinue the weekend worker arrangement, the incumbent will return to her previously held position.

Paid Holiday Bank

9. The Nurse in the Unit Weekend position will be allowed to carry over paid holiday credits. Lieu days shall be taken either thirty (30) days before or six (6) months after the holiday was observed.

Miscellaneous

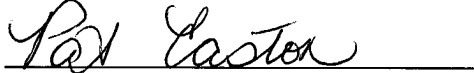
10. No nurses who are currently working 8 hour shifts shall be required to work 12 hours shifts without their consent.

DATED at Chatham, Ontario this 24th day April of 2009.

FOR THE HOSPITAL:









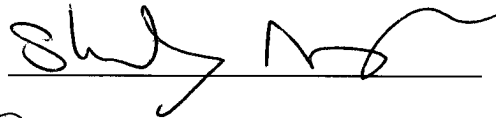



FOR THE UNION:



Labour Relations Officer







LETTER OF UNDERSTANDING

BETWEEN:

CHATHAM-KENT HEALTH ALLIANCE

(Hereinafter referred to as "the Hospital")

AND:

ONTARIO NURSES' ASSOCIATION

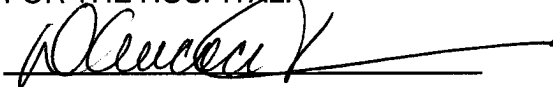
(Hereinafter referred to as "the Union")

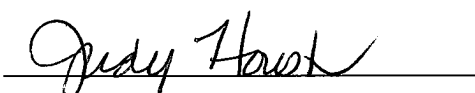
Re: Alternative Scheduling Methods

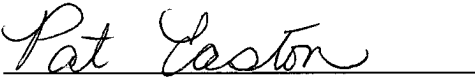
The parties agree to form a task team to look at self scheduling, float pool, full time with no master rotation, and introduction of point system of scheduling RPT .8, .6, and .4.

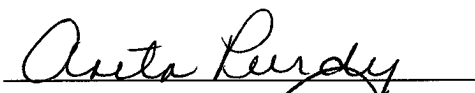
DATED at Chatham, Ontario this 24th day April of 2009.


FOR THE HOSPITAL:



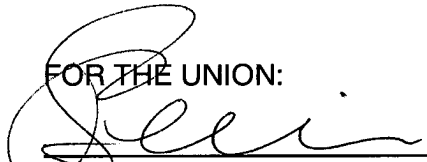








FOR THE UNION:



Labour Relations Officer
