

**APPENDICES TO THE
COLLECTIVE AGREEMENT**

Between:

CHILDREN'S HOSPITAL OF EASTERN ONTARIO
(Hereinafter referred to as "the Hospital")

And:

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

Expiry Date: March 31, 2011

TABLE OF CONTENTS

APPENDIX 3 – SALARY SCHEDULE	1
APPENDIX 4 - SUPERIOR CONDITIONS.....	3
APPENDIX 5 – LOCAL PROVISIONS	6
ARTICLE A – RECOGNITION	6
ARTICLE B - MANAGEMENT’S RIGHTS	6
ARTICLE C - REPRESENTATION AND COMMITTEES	7
ARTICLE D – SCHEDULING PROVISIONS.....	8
ARTICLE E – PART-TIME SCHEDULING	13
ARTICLE F – INNOVATIVE SCHEDULING	14
ARTICLE G – FLOATING GUIDELINES.....	25
ARTICLE H - PAID HOLIDAYS.....	26
ARTICLE I – VACATION	27
ARTICLE J - LEAVES OF ABSENCE	27
ARTICLE K - SENIORITY LIST	28
ARTICLE I – TEMPORARY AND TERM POSITIONS.....	28
ARTICLE M - WSIB AND MODIFIED WORK.....	29
ARTICLE N – SAFE & HEALTHY ENVIRONMENT	29
ARTICLE O – LANGUAGE	30
ARTICLE P – VOLUNTARY PART-TIME BENEFITS	31
ARTICLE Q - CHANGE OF STATUS.....	32
ARTICLE R - REPLACEMENT OF STAFF	32
ARTICLE S – STANDBY	32
ARTICLE T – MISCELLANEOUS	33
LETTER OF UNDERSTANDING	36
Re: Defining Characteristics of Self Scheduling	36

APPENDIX 3 – SALARY SCHEDULEHourly RatesGraduate Nurse

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	26.72	27.52	28.35
1 Year	27.14	27.95	28.79
2 Years	27.53	28.36	29.21
3 Years	28.90	29.77	30.66
4 Years	30.26	31.17	32.11
5 Years	31.96	32.92	33.91
6 Years	33.64	34.65	35.69
7 Years	35.35	36.41	37.50
8 Years	37.91	39.05	40.22
25 Years	38.45	39.60	40.79

Hourly RatesRegistered 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	28.92	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

Hourly RatesClinical Leader / Clinical Educator

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	28.77	29.63	30.52
1 Year	29.19	30.07	30.97
2 Years	29.68	30.57	31.49
3 Years	30.58	31.50	32.45
4 Years	32.67	33.65	34.66
5 Years	34.52	35.56	36.63
6 Years	36.39	37.48	38.60
7 Years	38.21	39.36	40.54
8 Years	40.94	42.17	43.44
25 Years	41.67	42.92	44.21

Hourly RatesPerinatal Education Co-ordinator / Neonatal Advanced Nurse

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	30.42	31.33	32.37
1 Year	30.95	31.88	32.84
2 Years	31.53	32.48	33.45
3 Years	33.21	34.21	35.24
4 Years	34.85	35.90	36.98
5 Years	36.87	37.98	39.12
6 Years	38.89	40.06	41.26
7 Years	40.86	42.09	43.35
8 Years	43.80	45.11	46.46
25 Years	44.58	45.92	47.30

APPENDIX 4 - SUPERIOR CONDITIONS

(Applies to Full-time Registered Nurses only)

Education Allowance

Registered Nurse shall receive recognition for educational preparation:

*	(a)	Six months Post Graduate Nursing Course or Nursing Unit Administration Course	\$ 15.00
**	(b)	One year University Course	\$ 40.00
	(c)	B. Sc.N. Degree	\$ 80.00
	(d)	Master's Degree – Nursing	\$120.00

* The special preparation payment will be made only to those employed in a capacity utilizing this course.

** A one year university course shall be recognized only if it is a full time year completed toward the B.Sc.N. Degree, or if it is a Nursing course in which a certificate or diploma is granted.

The Hospital will pay the above mentioned monthly increments providing:

- i) Proof of standing must be submitted by the Registered Nurse to the Human Resources Department and a copy placed on their HR file.
- ii) There shall be no pyramiding of benefits
- iii) Payment of the increment shall commence at the start of the first pay period following filing with the Hospital of the required proof of standing, except that a newly hired Registered Nurse who is qualified for an educational increment on her date of hiring shall be paid from that date.
- iv) The allowance shall be separate from the registered nurse regular hourly rate, shall be calculated on an hourly basis, and shall be paid each pay period.

Example: $\$80 \times 12 =$ annual allowance divided by 1950 = hourly education bonus rate in dollars.

APPENDIX 4 - SUPERIOR CONDITIONS

(Applies to Part-time Registered Nurses only in accordance with the note to Article 15.08 of the Central Agreement)

Paid Holidays

- (a) i) If a part-time Registered Nurse was employed and worked for twelve (12) of twenty-eight (28) days immediately preceding the statutory holiday, but does not work the statutory holiday, she will receive regular pay for that statutory holiday provided she completes her full scheduled tour on each of the working days immediately preceding and following the statutory holiday. When regular scheduled hours vary, payment will be based on the average number of hours worked in the preceding twenty-eight (28) day period, not to exceed seven and one-half (7.5) hours paid at regular rates of pay.
- ii) Part-time Registered Nurses scheduled to work extended hours (11.25) shall be paid for the statutory holiday not worked if a total of ninety (90) hours or more have been worked in the preceding twenty-eight (28) days. Registered nurses will be paid their regular rate for seven and one-half (7.5) hours under the same terms and conditions for payment as stated in (a)(i) above.
- (b) i) A regular part-time Registered Nurse who has successfully completed her probationary period is entitled to the paid float holiday if scheduled and has met the conditions set forth in (a) (i) and/or (a)(ii) above.

Education Allowance

Registered Nurses shall receive recognition for Education preparation:

*	(a) Six months Post Graduate Nursing Course or Nursing Unit Admin. Course	\$15.00
**	(b) One Year University Course	40.00
	(c) B.Sc. N. Degree	80.00
	(d) Master's Degree - Nursing	120.00

* The special preparation payment will be made only to those employed in a capacity utilizing this course.

** A one year university course shall be recognized only if it is a full time year completed toward the B.Sc.N. Degree, or if it is a Nursing course in which a certificate or diploma is granted.

The Hospital will pay the above mentioned monthly increments providing:

- i) Proof of standing must be submitted by the Registered Nurse to the Human Resources Department and a copy placed on their HR file.

- ii) There shall be no pyramiding of benefits.
- iii) Payment of the increment shall commence at the start of the first pay period following filing with the Hospital of the required proof of standing, except that a newly hired Registered Nurse who is qualified for an educational increment on her date of hiring shall be paid from that date.
- iv) The allowance shall be separate from the registered nurses regular hourly rate, shall be calculated on an hourly basis, and shall be paid each pay period.

Example: $\$80 \times 12 =$ annual allowance divided by 1950 = hourly education bonus rate in dollars.

APPENDIX 5 – LOCAL PROVISIONS

ARTICLE A – RECOGNITION

- A.1 The Hospital recognizes the Union as the exclusive bargaining agent for all registered and graduate nurses engaged in a nursing capacity by CHEO save and except, Occupational Health and Safety Nurse, the Director Infection Control, the Director of Education Services, the Continuing Care Co-ordinator, Operations Director, and persons above the rank of Operations Director.

ARTICLE B - MANAGEMENT'S RIGHTS

- B.1 Except as specifically limited or modified by this Agreement, all the rights, powers and authority of Management are retained by the Management and remain exclusively and without limitation with the rights of Management.
- B.2 Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function and right of the Employer to:
- (a) Maintain order, discipline and efficiency;
 - (b) Select, hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline Registered Nurses, provided that a claim by a Registered Nurse that she has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as provided herein;
 - (c) Direct the working forces, plan, direct and control the operation of the Hospital; introduce new and improved methods, facilities and equipment; determine the amount and type of supervision necessary, combining or splitting up of departments, work schedules, establishment of standards and quality of care, determine the extent to which the Hospital will be operated and the increase or decrease in employment by type in whole or in part;
 - (d) The right to generally operate the Hospital in a manner consistent with the obligations of the Hospital, to the general public, in the community served, to operate efficiently and with the highest standards of service.
 - (e) Make and enforce and alter from time to time reasonable rules, policies and regulations to be observed by the Registered Nurses, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. The Employer will advise the Union of any changes in rules, policies and regulations in advance.
- B.3 The Hospital agrees that in exercising its rights, it will do so in a manner not inconsistent with the provisions of this Agreement.

ARTICLE C - REPRESENTATION AND COMMITTEES

C.1 Registered Nurse Representatives

It is understood and agreed that representatives and committee members set forth in Article 6 include representatives and committee members from the bargaining unit.

There shall be at least one (1) representative from each of the following units: 6 East, 6 North, Inpatient Surgery, 4 North, 4 East, 4 West, MDU, IV Team, OR, PACU, PICU, OPD, DCS, Radiology, Perinatal Partnership Program and Neonatal Intensive Care Unit, and Emergency.

If a registered nurse representative is transferred from one area to another within the bargaining unit, she shall continue to be recognized by the Hospital as the representative of the area from which she was transferred for one (1) further month for the purpose of processing any grievance which she was handling at the time of her transfer.

C.2 Grievance Committee

There shall be up to four (4) Registered Nurses on the Grievance Committee, plus a chairperson.

C.3 Hospital-Association Committee

There shall be a Hospital-Association Committee comprised of four (4) Registered Nurses from the Union including the Bargaining Unit President or designate; and four (4) from the Hospital including the Chief Nursing Officer or designate.

C.4 Negotiating Committee

The Committee shall be comprised of not more than two (2) Full-time Registered Nurses and two (2) Part-time Registered Nurses and the Bargaining Unit President.

C.5 Occupational Health and Safety Committee

Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as members of its Occupational Health and Safety Committee, three (3) Registered Nurses elected or appointed by the Union from amongst bargaining unit registered nurses.

The Occupational Health and Safety Committee shall elect a chairperson once every year from amongst the Committee members, and secretarial services shall be provided by the Hospital Recording Secretary. If in the event one of the ONA representatives is elected as the Workers' Co-Chair, then ONA will have the right to select an individual to replace that individual in his/her capacity as a voting representative.

C.6 Presentation

A 30 minute presentation shall be scheduled in advance during the newly hired Registered Nurse's Hospital Orientation Program.

C.7 Professional Development Committee

There shall be a professional development committee at the Children's Hospital of Eastern Ontario composed of at least two (2) members of the Union, one of whom shall be the Bargaining Unit President or designate and at least two (2) members of the Hospital one of whom shall be the Chief Nursing Officer or designate and one Human Resources representative.

C.8 Local Coordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator. Subject to reasonable notice, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position up to a maximum of thirty (30) normal or extended tours per fiscal year.

ARTICLE D – SCHEDULING PROVISIONS

D.1 Normal Daily Tours

07:30 to 15:30 - Day Tour
15:30 to 23:30 - Evening Tour
23:30 to 07:30 - Night Tour

The scheduling of meal periods and coffee breaks shall be determined by the supervisor.

D.2 Normal Daily Tours - Scheduling Objectives

The scheduling objectives and formulation of working schedules set forth below are designed to permit flexibility and encourage individual responsibility on the part of the Registered Nurse and the Hospital. The Employer agrees to endeavour to implement and maintain the following regulations in the formation of working schedules for the normal daily tour of duty:

- (a) Rotations will be prepared for six (6) week periods.
- (b) Rotational schedules will be posted at least four (4) weeks prior to the beginning of a rotation.

The Hospital shall post July and August rotations by June 1, to a maximum of twelve (12) weeks (i.e. 2 rotations). The Hospital shall post the Christmas rotation by November 1st.

- (c) Request for specific days off by Registered Nurses must be submitted in writing to the Director, or her designate, three (3) weeks prior to the

posting of the rotation schedule. Requests will not be unreasonably withheld.

- (d) When Registered Nurses are willing to exchange days off or tours of duty, requests for change in posted rotation schedule and the name of the Registered Nurse who has accepted to exchange days off or tours of duty must be approved by the Director or designate and documented in their area of work. The Hospital will endeavour to accommodate such requests. Nurses normally will receive approval or denial of their request to exchange tours of duty or days off via email within seventy-two (72) hours of the receipt of the request.
- (e) The Hospital will give at least two weekends off in four. A weekend shall be defined as at least fifty-six (56) consecutive hours from completion of the Friday day or evening tour. However, the Hospital will endeavour to continue its present practice of giving one weekend off in two.

A Registered Nurse shall receive premium pay as provided for in Article 14.03 for all hours worked on a third (3rd) and subsequent consecutive weekend except where:

- i) such weekend has been worked by the Registered Nurse to satisfy specific days off requested by the Registered Nurse; or
 - ii) the registered nurse has requested weekend work: or
 - iii) such weekend is worked as a result of an exchange of tours with another Registered Nurse .
- (f) There will be no split tours scheduled unless by mutual consent.
 - (g) At least sixteen (16) hours time off when tours of duty are changed and at least forty-eight (48) hours time off following a period of night duty when tours of duty are changed. Where such a minimum is not granted, premium payment will apply to those hours falling within either the sixteen (16) or forty-eight (48) hour period as the case may be except where:
 - i) such tour has been worked by the registered nurse to satisfy specific days off requested by this registered nurse;
 - ii) such tour is worked as a result of an exchange of tours with another registered nurse;
 - iii) the Registered Nurse volunteers in writing to work such tour.

It is understood that this provision applies to tours with flexible start times in areas covered by Article F.4 (b).

(Applies to Full-time Registered Nurses only)

- (h) A Registered Nurse will be scheduled off at least four (4) days in any two week pay period including at least one period of two (2) consecutive days and a minimum of single days off.

- (i) (A) No Full-time or Part-time nurse will be scheduled to work more than six (6) consecutive tours except at the written request of the Registered Nurse concerned, and with the written agreement of the Director that has been copied to the Union by the nurse requesting the consecutive tours. In the absence of such agreement, premium pay will apply for the seventh (7th) and consecutive tours until the Registered Nurse is granted a day off.
- (B) There will be no change of scheduled tour more than once every seven (7) days unless mutually agreed in writing between the Registered Nurse and her immediate supervisor and copied to the Union by the nurse requesting the change.

(Applies to Full-time Registered Nurses only)

- (k) A Registered Nurse who is not normally scheduled to work permanent afternoons or nights will work at least 50% of her time on the day tour.

(Applies to Full-time Registered Nurses only)

- (l) The Hospital will continue to maintain its current practice of working either day/evening or day/night rotations.
- (m) A Registered Nurse may request the Director to consider changing her schedule to a specific tour on a permanent basis. It is the decision of the Director whether or not this request can be complied with. Such requests must be made in writing.

D.3 Extended Tours

Normal Daily Extended Tours

07:30 to 19:30 - Day Tour
19:30 to 07:30 - Night Tour

The scheduling of meal periods and coffee breaks shall be determined by the supervisor.

D.4 Extended Tours - Scheduling Objectives

- (a) The Hospital will schedule at least one (1) in two (2) weekends off. A weekend shall be defined as at least fifty-six (56) consecutive hours from 2330 h Friday.

A Registered Nurse shall receive premium pay as provided for in Article 14.03 for all hours worked on a third (3rd) and subsequent consecutive weekend except where:

- i) such weekend has been worked by the Registered Nurse to satisfy specific days off requested by the Registered Nurse; or
- ii) the registered nurse has requested weekend work: or

- iii) such weekend is worked as a result of an exchange of tours with another Registered Nurse .
- (b) Where it is current practice, the Hospital will endeavour to continue to schedule Registered Nurses so that they may have two weekends off in three. The Hospital reserves the right to change this practice based on unit needs from time to time provided any such changes are discussed in advance with the Registered Nurses concerned.
- (c) All other scheduling regulations that apply to Registered Nurses working a regular daily tour provided in D.2 (a) to (d).
- (d) At least forty-eight (48) hours off following a period of nights when tours of duty are changed.
- (e) Hours will be averaged over a six (6) week period. Time off will be averaged over a six (6) week schedule with a minimum of two (2) tours off per week.
- (f) A Registered Nurse will not be scheduled to work more than three (3) consecutive days, except at the written request of the Registered Nurse concerned, and with the written approval of the Director.
- (g) There will be no change of scheduled tours more than once every seven (7) days unless mutually agreed between the Registered Nurse and her immediate supervisor.

D.5 The Hospital will endeavour to keep the number of tours comprised of four (4) hours to a reasonable level.

- (a) No regular part-time Registered Nurse shall be scheduled solely on tours which are comprised of four (4) hours in any pay period except where such arrangements are agreed to by the Registered Nurse and except in units of the Hospital where the routine hours of operation are less than 7.5 hours.
- (b) The Hospital and the Union agree that additional four (4) hour tours will be treated as extra available work and will be distributed according to article D.10.

D.6 Master rotations will be developed by the Directors in consultation with the staff of the unit and a member of the local executive. Changes to the Master Rotation shall be driven by operational requirements. Every effort will be made to minimize disruption to the nurses. The nurses on the Unit will be provided with a minimum of six (6) weeks notice of a rotation change.

D.7 Christmas Break

The Hospital agrees to schedule a minimum of five (5) consecutive tours off for Registered Nurses during the Christmas or New Years period so that Registered Nurses will have either period off. For the purpose of time off, Christmas shall include December 24, 0730 hrs to December 26, 2330 hrs and New Years shall

include December 31, 0730 hrs to January 2, 0730 hrs. The Hospital may waive scheduling requirements during the period from December 15 to January 15.

The scheduling of time off at Christmas or New Years shall be done on a nursing unit basis taking into account the registered nurses' preference. It is expected that registered nurses will alternate working Christmas and New Year's. Where a dispute arises a registered nurse shall work the opposite period from the last year. When extra time off is available, it shall be offered by seniority to interested registered nurses.

D.8 (a) Time in Lieu

Where a Registered Nurse chooses equivalent time off for premium payment, such time off must be taken at a time that is agreed mutually by the Registered Nurse concerned and the Director. Registered Nurses cannot accumulate more than ten (10) days time off in lieu of overtime.

When a Registered Nurse has already accumulated the maximum of ten (10) days or seventy-five (75) hours, should she/he be required to work overtime, such overtime hours will automatically be paid. Banked overtime hours for the previous fiscal year ending March 31st which will not have been taken by the end of the first quarter of the new fiscal year, June 30th, will be paid out to the Registered Nurse at the earned rate.

- (b) When a registered nurse transfers from regular part-time to full-time status, the Employer will pay the overtime accrual bank automatically inclusive of the 13% in lieu of fringe benefits.
- (c) Where a part-time nurse has worked a regular shift not subject to premium pay the employee may request in writing by indicating on the sign in sheet that such time be banked as lieu time equivalent to one (1) shift's accumulation. Such requests are subject to approval by the Director or delegate and the lieu time must be taken within ninety (90) days of the workweek in which the shift was earned at a time mutually agreeable to the Hospital and the employee, or payment shall be made at the rates in effect at the time it was earned.

D.9 Extra available work shall be offered to nurses who have declared their availability in descending order of seniority according to the following protocol:

- (a) Unit regular part-time Registered Nurses, including job share Registered Nurses on their scheduled days off (including staff in temporary positions);
- (b) Unit casual Registered Nurses;
- (c) Unit job share Registered Nurses covering for their partners on their partner's scheduled day on;
- (d) Regular part time Registered Nurses from other units (provided they are qualified to perform the work);

- (e) Casual Registered Nurses from other units (provided they are qualified to perform the work);

The Hospital will not be required to offer tours that would result in premium pay Where a part-time nurse has worked and/or is scheduled to work seventy-five (75) or more hours in a pay period, s/he will not be offered extra available work under this article. Where such tours are offered, they shall be offered in accordance with Article D.10.

D.10 Premium Pay Shifts will be offered to all Unit Registered Nurses. All Unit Registered Nurses will be called in descending order of seniority, according to the following protocol:

- (a) Full-time Registered Nurses
- (b) Regular Part-time Registered Nurses
- (c) Casual Registered Nurses

D.11 Where the Hospital requires that the employee remain at the Hospital during an unpaid break, the employee shall be paid at the appropriate rate.

ARTICLE E – PART-TIME SCHEDULING

E.1 The Scheduling provisions in Article D will apply to Regular Part-Time nurses including the following:

- (a) Day tours shall be equally distributed amongst Registered Nurses interested in working days.
- (b) Registered Nurses who were hired to work three (3) tours will continue to do so.
- (c) All new Registered Nurses hired may be required to work three (3) tours.

E.2 Where a Part-time Registered Nurse is scheduled to work on a weekend preceding or succeeding a paid holiday which falls on a Monday or Friday, upon the nurse's written her request two weeks in advance of the schedule production that includes the Holiday, the Hospital will endeavour to allow the nurse to work on the paid holiday as well.

E.3 Availability

- (a) For the purpose of creating the posted rotation, a regular part-time Registered Nurse will declare availability or non-availability for additional shifts every six (6) weeks. For short term replacement purposes, a regular part-time Registered Nurse will declare availability or non-availability for additional shifts every four (4) weeks. It is the responsibility of the Registered Nurse to amend any changes to posted availability or non-availability for tours.

- (b) A casual part-time Registered Nurse will declare on a two (2) week basis her/his availability for work on specified days of the next two (2) week period. It is the responsibility of the Registered Nurse to amend any changes to posted availability or non-availability for tours.

ARTICLE F – INNOVATIVE SCHEDULING

F.1 Introduction and Discontinuation of Extended Tours

The introduction or discontinuance of extended tours shall be discussed with the nursing staff on the affected unit(s) and shall be determined by a secret ballot vote conducted jointly by the Hospital and the Union prior to implementation, after a six month trial period and not more frequently than every three years thereafter, as follows:

To implement extended tour - requires 75% of the Registered Nurses affected that vote to commit themselves to work the extended tour;

To discontinue extended tour - requires 50% + 1 vote of the Registered Nurses that vote actually working extended tours.

The Hospital will provide the Union with ninety (90) days written notice of discontinuation of extended tour rotations. The parties will meet to discuss the discontinuation within two (2) weeks of receipt of a notice to discontinue. It is understood and agreed that management has the right to cancel an extended tour schedule if, in its opinion, it is not seen to be efficient or effective and the Hospital will discuss with the Union in advance any such cancellations.

It is understood and agreed that the vote referred to herein above refers to a combined vote of the full-time and regular part-time registered nurses.

F.2 (a) Introduction and Discontinuation of Mixed Rotation

A mixed rotation is defined as one where a number of the registered nursing staff on a unit work regular tours, while others work extended tours.

The introduction or discontinuation of a mixed rotation (12 hours/ 8 hours) shall be discussed with the nursing staff on the affected unit(s) and the local Union executive: and shall be determined by a secret ballot vote conducted jointly by the Hospital and the Union, following a six month trial period and not more frequently than every three (3) years thereafter.

To implement a mixed rotation requires seventy-five percent (75%) of the registered nurses affected that vote to commit themselves to working from within a mixed rotation.

To discontinue a mixed rotation requires fifty percent plus one (50% + 1) one vote of the registered nurses affected.

The Hospital will provide the Union with ninety (90) days written notice of discontinuation of the Mixed Rotation. The parties will meet to discuss the discontinuation within two (2) weeks of receipt of a notice to discontinue.

It is understood and agreed that management has the right to cancel a mixed rotation schedule if, in its opinion, it is not seen to be efficient or effective and the Hospital will discuss with the Union in advance any such cancellations.

It is understood and agreed that the vote referred to above refers to a combined vote of the full time and regular part time registered nurses.

(b) Scheduling Objectives for Mixed Rotations

When scheduling of extended tours occurs on a unit that has voted for a mixed rotation, Article D will apply. For those working Normal Daily Tours on a unit that has voted for a mixed rotation, Article D will apply.

Extra available tours will be offered according to Scheduling Provisions of the Appendices to the Collective Agreement, with the right to accept 8 hour tours recognized as integral on a unit where a mixed rotation vote has been successful.

When a normal tour position becomes available, it will be posted as a normal tour position. When an extended tour position becomes available, it will be posted as an extended tour position. Newly created positions will be posted as normal tours or extended tours according to the needs of the unit.

F.3 (a) Introduction and Discontinuation of Hybrid Rotation

A hybrid rotation is defined as one where each of the registered nursing staff on a unit work a combination of normal tours and extended tours. A full time nurse will be scheduled for two hundred and twenty-five (225) hours over a six (6) week rotation.

The introduction or discontinuation of a hybrid rotation shall be discussed with the nursing staff on the affected unit(s) and the Local Union executive: and shall be determined by a secret ballot conducted jointly by the Hospital and the Union. Such vote shall not be held more frequently than every three (3) years thereafter.

To implement a hybrid rotation requires seventy-five percent (75%) of the registered nurses affected that vote to commit themselves to working a hybrid rotation.

To discontinue a hybrid rotation requires fifty percent plus one (50% + 1) vote of the registered nurses affected.

The Hospital will provide the Union with ninety (90) days written notice of discontinuation of the Hybrid Rotation. The parties will meet to discuss the discontinuation within two (2) weeks of receipt of a notice to discontinue. It is understood and agreed that management has the right to cancel a hybrid rotation if, in its opinion, it is not seen to be efficient or effective and the Hospital will discuss with the Union any such cancellations.

It is understood and agreed that the vote referred to above refers to a combined vote of the full time and regular part time registered nurses.

(b) Scheduling Objectives for Hybrid Rotations

When scheduling of extended tours occurs on a unit that has voted for a hybrid rotation the scheduling provisions related to extended tours apply. When scheduling of normal tours occurs on a unit that has voted for a hybrid rotation the scheduling provisions for regular tours apply.

Nurses shall not be scheduled to work more than thirty-seven and one-half (37.5) hours of consecutive combined tours or three (3) extended tours or six (6) regular tours, without being scheduled for a day off, except at the written request of the Registered Nurse and with the written agreement of the Director copied to the Union. In the absence of such written agreement, premium pay will apply for additional hours in excess of thirty-seven and one-half (37.5) hours of consecutive combined tours or three (3) extended tours or six (6) regular tours, until the nurse is granted a day off.

Extra available tours will be offered according to the scheduling provisions of the Appendices to the Collective Agreement with the right to accept eight (8) hour tours recognized as integral on a unit where a Hybrid Rotation vote has been successful.

F.4 (a) Flexible Hours

Notwithstanding the above, it is understood that specialty areas shall not necessarily have the same hours of work as mentioned above. Flexible hours are hours which average thirty-seven and one-half (37 ½) hours per week, over a six (6) week schedule, as determined by the Hospital. Flexible hours may be implemented following consultation with the Union, to meet patient care needs or to allow the Registered Nurse to facilitate the performance of her nursing duties.

The Hospital will provide the Union with ninety (90) days written notice of discontinuation of Flexible Hours. The parties will meet to discuss the discontinuation within two (2) weeks of receipt of a notice to discontinue. It is understood and agreed that management has the right to cancel Flexible Hours if in its opinion it is not seen to be efficient or effective. The Hospital will discuss with the Union any such reasons for the cancellation.

(b) The Hospital and the Union recognise that the Hospital has unique needs that may require flexible start times. Notwithstanding the above, it is understood that specialty areas shall not necessarily have the same hours of work as mentioned in Article D above. Nurses working flexible start times will work seven and one-half (7.5) hour tours and their hours of work shall average thirty-seven and one-half (37.5) hours per week, over a six (6) week schedule, as determined by the Hospital.

The start time for these areas shall vary. Flexible start times may be implemented, following consultation with the Union, to meet patient care

needs or to allow the Registered Nurse to facilitate the performance of her nursing duties.

The following specialty areas have flexible start times:

Infection Prevention and Control, Vascular Access Team, Emergency, Diagnostic Imaging, Perioperative Services, Ambulatory Care, Discharge Planning.

Clinical Educators and Advanced Practice nurses will have their hours of work averaged over one year.

The start time for these areas shall vary. Flexible start times may be implemented, following consultation with the Union, to meet patient care needs or to allow the Registered Nurse to facilitate the performance of nursing duties.

The Hospital will provide the Union with ninety (90) days written notice of discontinuation of Flexible Start Times. The parties will meet to discuss the discontinuation within two (2) weeks of receipt of a notice to discontinue. It is understood and agreed that management has the right to cancel Flexible Start Times if, in its opinion, it is not seen to be efficient or effective. The Hospital will discuss with the Union any such cancellation.

F.5 2 Day / 2 Night / 5 Off Schedule

The introduction and discontinuation of the 2D/2N/5 Off rotation shall be approved by the Director and will only be implemented when agreed upon and worked by groups of nine (9) full-time nurses. There must be at least nine (9) full time nurses who declare their interest in writing to work this rotation. Where more than the required numbers of full-time nurses express interest, the selection shall be made in order of seniority.

- (a) Nurses shall not be required to work more than four (4) tours in a row. If a nurse works a 5th tour, she will receive pay at premium rates for all hours worked on the fifth and consecutive successive tours.
- (b) Nurses will not be scheduled to work more than three consecutive weekends. If a nurse works on a fourth weekend, she/he will be paid at premium rates for all hours worked on the fourth (4th) and consecutive weekend.
- (c) Statutory holidays will be incorporated into the rotation. The stat holiday will be 7.5 hours paid and automatically coded as 3.75 hours leave of absence unless the employee requests such 3.75 hours paid as vacation or other banked hours.
- (d) Where a vacancy occurs in the 2D/2N/5 off schedule, the line will first be offered to the other nurses on the unit who have expressed an interest in working this schedule, in accordance with seniority.
- (e) Should a nurse working this schedule prefer to return to a standard rotation, s/he will forward the request, in writing, to the Director. The

Director or delegate will advise the unit nurses of the request. Full-time nurses will indicate in writing their interest in working this schedule, and the most senior nurse interested will switch rotations at the beginning of the next rotation. Where there is no interest expressed, then the 2D/2N/5Off schedule will revert to a standard schedule for the requesting nurse and the 8 most junior nurses at the beginning of the next rotation.

- (f) The Hospital will provide the Union with ninety (90) days written notice of discontinuation of the 2 Day 2 Night rotation. The parties will meet to discuss the discontinuation within two (2) weeks of receipt of a notice to discontinue. It is understood and agreed that management has the right to cancel the 2 Day 2 Night rotation if, in its opinion, it is not seen to be efficient or effective. The Hospital will discuss with the Union any such cancellation.

F.6 Job Sharing

- (a) The Union and the Employer agree to implement job-sharing whereby one Full-time equivalent position will be shared by not more than two (2) Registered Nurses. The number of job share positions on the work unit may be introduced based on the following:
 - i) Where there are five (5) to fifteen (15) Full-time positions on a work unit, the number of job sharing positions will not exceed one (1) position.
 - ii) Where there are sixteen (16) to twenty-five (25) Full-time positions on a work unit, the number of job sharing positions will not exceed two (2) positions.
 - iii) Where there are twenty-six (26) or more Full-time positions on a work unit, the number of job sharing positions will not exceed three (3) positions.
- (b) The Registered Nurses involved in job sharing are entitled to all the terms of the part-time collective agreement except those that are specifically referenced as follows:

Scheduling

- i) The Registered Nurses in a job shared position must accept the conditions and agree to cover for the scheduled hours of a full-time rotation.
- ii) Posted schedules for job sharers will be based on a full-time schedule, which will conform to the scheduling provisions of the full-time collective agreement.
- iii) The division of the scheduled tours shall be determined by mutual agreement of the two Registered Nurses and the Director or delegate of the unit.

- iv) Job sharers shall only be required to work the number of paid holidays that a full-time Registered Nurse would be required to work.
- v) Job sharers are expected to cover for each other during vacation.
- vi) Whenever possible, job sharers will be required to cover for their partners for absences not expected to exceed fourteen (14) calendar days due to illness or accident or other leave of absence. It is the responsibility of the partners to contact each other to arrange the coverage and to advise the Director accordingly.
- vii) Maternity Leave and other leaves pursuant to Article 11 of the Central Full-time and Part-time Agreements:

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

(c) Implementation

To initiate the job sharing process, Registered Nurses who are interested in job sharing their full-time position will advise their Director in writing and the successful candidate will be chosen by the Director on the basis of seniority. The successful candidate will assume his/her half of the position without having his/her half of the position posted.

The other half of the job sharing position will be posted and the selection process will include similar levels of clinical experience and proficiency.

Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the established criteria.

If one of the job sharers leaves the arrangement, his/her position will be posted. If there is no successful applicant for the position, the shared position must revert to a full-time position.

The remaining Registered Nurse will have the option of continuing the full-time position or reverting to a casual position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

(d) Discontinuation

Either party may discontinue the job sharing arrangement with ninety (90) days notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

F.7 Individual Special Circumstances

The Hospital and the Union agree to implement individual special circumstance schedules pursuant to article 13.05 of the collective agreement. The Hospital and the Union agree that the intention of creating this type of schedule is primarily to aid in the retention of staff nearing retirement who might extend their career with the Hospital if their full time hours were reduced. The Hospital will provide to the union a list of all individuals on an approved Individual Special circumstances schedule in January each year. The following conditions will apply:

- (a) The positions will be granted on the approval of the Director of the unit.
- (b) The Union and the Hospital agree that the additional hours of work created by these positions will be applied to the part time hours of the unit or will be posted as term positions.
- (c) In the event that the Registered Nurse affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately. In the event the nurse takes an extended leave (i.e. greater than 60 days), the position will revert to full-time hours for the duration of her absence and be filled accordingly.
- (d) It is agreed that Registered Nurses in these positions are not entitled to declare their availability for extra available work. Where premium paid shifts are offered, Individual Special Circumstances nurses will be called and offered the shift only after all other unit nurses have been offered the shift.
- (e) The benefits and vacation for these positions shall be according to the schedule below.

	OPTION "A" (.8FTE)	OPTION "B" (.9 FTE)
(AVERAGED OVER 6 WEEK SCHEDULE)	BI-WEEKLY HOURS: 60 HOURS	67.5 HOURS
DENTAL/MEDICAL SEMI-PRIVATE	Same cost sharing as Full-Time	Same cost sharing as Full-time
HOOPP:	Based on normal 37.5 hours per week pension contributions	Based on normal 37.5 hours per week pension contributions
PAID HOLIDAYS:	90 hours (12 paid holidays @ 7.5 hrs.)	90 hours (12 paid holidays @ 7.5 hrs.)
VACATION:	Based on budgeted .8 FTE i.e. 4 wk entitlement = 16 days	Based on budgeted .9 FTE i.e. 4 wk entitlement = 18 days
GROUP LIFE:	Based on budgeted .8 FTE	Based on budgeted .9 FTE
SICK LEAVE:	Based on budgeted .8 FTE	Based on budgeted .9 FTE
LONG TERM DISABILITY:	Based on budgeted .8 FTE	Based on budgeted .9 FTE

ANNIVERSARY
INCREASE:

Remains on established date

Remains on established date

F.8 Unit Weekend Schedule

If the Union and the Hospital agree to implement unit weekend schedules according to Article 13.04 of the Collective Agreement, they shall follow the following protocol:

- (a) The introduction of each unit weekend schedule will be subject to the written, mutual agreement of the Union and the Hospital;
- (b) Where the Hospital identifies a need for a Unit Weekend Schedule or where the Union or a Registered Nurse makes a specific request for a unit weekend schedule, the Hospital will advise the Union and a meeting will be arranged within one calendar week;
- (c) The manner in which the position is filled or the schedule is altered will be described at the meeting and will be reduced to writing, including any agreement to waive or modify posting or other provisions, if any, in the Collective Agreement;
- (d) The two extended tours will be scheduled between 19:30 Friday and 07:30 Monday. Weekend workers may, in accordance with normal unit shift exchange practice, exchange extended tours with another Registered Nurse during the weekend hours only;
- (e) The 7.5 hour tour will normally be scheduled on Friday or Monday. Subject to the normal shift exchange practices of the Unit the nurse may exchange this tour with any other nurse who is working a 7.5 hour tour.
- (f) When one Party does not agree with the other Party's proposal, it will inform the other within one calendar week of the meeting and will provide written reasons to the other Party within two calendar weeks of the meeting. The Parties agree that that the reasons for withholding approval will not be unreasonable or arbitrary;
- (g) The Hospital, the Union or the Nurse may discontinue the agreement with six (6) weeks notice to the others. In such an event, the Parties will meet to discuss any issues related to the discontinuance.
- (h) Nothing in this agreement shall be construed to mean that the Parties have agreed that the Hospital can fill a position where an employee has not expressed a preference for a unit weekend schedule.

F.9 Self-Scheduling

Nurses may Self-Schedule in accordance with the following guidelines:

- (a) Principle

Self-scheduling is the mechanism by which nurses on a unit create their own work schedules. The purpose of self scheduling is to improve job satisfaction and quality of work life for the participating nurses. Self scheduling requires a collaboration of nurses and management to ensure proper coverage of the work unit and to meet the provisions of the Collective Agreement.

Defining characteristics of self scheduling are attached at Appendix A.

(b) Implementation

i) Voting Procedure

Full time and/or part time staff may make a written request to the Director to enter into self scheduling for a six (6) month trial period. Upon approval by the Director, a vote conducted by the Hospital and the Union will be held by secret ballot. An initial vote to implement a trial will require the approval of seventy-five percent (75%) of the nurses participating. Full time and part time staff will vote separately. Self Scheduling Guidelines shall be posted for four (4) weeks prior to voting.

ii) Following the six (6) month trial period and, after evaluation, with the continued approval of the Director, a secret ballot will be conducted by the Hospital and the Union and where seventy-five percent (75%) of the nurses indicate a desire to continue with Self Scheduling, it will be adopted on a permanent basis. Nurses who wish to "self schedule" may do so with the approval of the Director. Once initiated, nurses may opt at the beginning of each six (6) month period or at any other agreeable time. New hires may join the schedule immediately.

(c) Discontinuation

The Hospital may, upon six (6) weeks' notice, terminate self scheduling. Full time and/or part time staff may make a written request to the Director to discontinue self scheduling. Self Scheduling shall be discontinued on any unit where fifty one (51%) percent of the nurses indicate by secret ballot in a vote conducted by the Hospital and the Union that they wish to discontinue self scheduling on their unit.

(d) Structure

i) Fixed Rules

In order for self scheduling to function on any unit, there must be at least two (2) group facilitators who have agreed to coordinate the process. The names of the facilitators will be submitted to the Immediate Supervisor for approval.

Self scheduling must produce a rotation that:

A) will be in accordance with the Collective Agreement.

- B) shall not result in additional costs to the Employer and must be done on a strictly voluntary basis.
- C) is approved by the Immediate Supervisor.
- D) will occur over 12 months of the year.
- E) fulfils the nurses full time commitment or the individual point codes of part time staff.
- F) will result, by collaboration with the Immediate Supervisor, in a fully completed rotation, one that fulfils all of the staffing needs of the unit.
- G) will be posted within the established timelines.
- H) meets baseline staffing requirements, (including unit specific skill requirements, language requirements and requirements for charge nurse) which will be identified in writing to the facilitators by the Immediate Supervisor or her designate.
- I) respects vacation quotas, the maximum number of employees that are initially permitted to be off within any 24 hour period. This number may be increased, dependant on Unit conditions. Vacation quotas will be identified in writing to the facilitators by the immediate supervisor or her designate.
- J) restricts requested time off to valid entitlements by tracking individual vacation hours remaining, self funded vacation, banked time, stat holiday time remaining etc. Entitlements remaining will be identified in writing to the facilitators by the immediate supervisor or her designate.

Where any of these conditions are not fulfilled, the Immediate Supervisor and the facilitators will meet on an expedited basis to resolve any deficiencies. Staff will be notified and schedules will be altered in accordance with the Collective Agreement in order to fulfil the needs of the unit.

ii) Scheduling Process

- A) In discussion with the immediate supervisor, all staff members participating in self scheduling will be placed into groups. They will in turn be placed in order of seniority within each group.
- B) Each group will elect or volunteer a facilitator to represent them. This person will be responsible for ensuring that each nurse selects their shifts in a timely manner. The

names of the facilitators will be submitted to the Immediate Supervisor for approval.

- C) Each group member is responsible to make themselves available to choose their shifts or to communicate their availability to their group facilitator in order to complete their selection within the time period allotted on the unit.
- D) Nurses shift selection may be assigned to the facilitator or to another staff member where individual availability to select is compromised. The failure of an individual nurse to complete their selection promptly in accordance with unit practice may result in forfeiture of order of selection.
- E) Where full time staff self schedule, they will select their shifts in advance of the part time staff. Where management schedules full time staff, that schedule will be created first.
- F) Groups, other than Group 1, must include a mix of junior and senior nurses.
- G) Shift selection for each group shall take no more than 3 days/group.
- H) As each 6 week rotation is unique, required shifts will be determined and selected for that particular schedule only.
- I) Group 1 will always select first from the available shifts. Group 1 is comprised of:
 - 1) On units where nurses work extended tours or a mixed rotation, staff who are contracted to work exclusively 8-hour shifts.
 - 2) Staff who require specific scheduling as a result of an approved accommodation.
 - 3) Staff scheduled to work permanent shifts in accordance with the collective agreement. [D.2 (k), (m)]
- J) Groups 2, 3 etc.
 - 1) Groups 2, 3 etc. will sign up to select shifts in turn, with the most senior in the group choosing first.
 - 2) These groups will rotate every six weeks to select their shifts first, following Group 1 (i.e. first rotation will be Groups 1, 2, 3, 4; the second rotation will be Groups 1, 3, 4, 2, third rotation will be Groups 1, 4, 2, 3, and so on).

- K) All staff will select from the remaining required shifts in accordance with Article D.
- L) If point codes are not met, available shifts will be assigned in order to meet that obligation.

After all groups have chosen their shifts according to entitlement (FT/PT), extra available shifts will be offered in accordance with the local collective agreement, Article D. Completed self-schedules will be submitted to the Staffing and Scheduling officers by the deadline set for that rotation.

iii) Weekends

- A) Obligations under the Collective Agreement will be maintained.
- B) It is expected that where full time staff self schedule, each full time nurse shall select a minimum of six weekend shifts over three weekends in any six week rotation.
- C) The actual number of remaining weekend shifts required to complete each rotation will be divided equally among the part time staff up to a maximum schedule of every other weekend or two in four. The number of weekend shifts required from part time staff will be dependant upon the needs of the unit.

- (e) Because Self Scheduling is a dynamic process, requirements for changes to this guideline are anticipated and suggestions for those changes are welcomed from participating staff at any time. Please submit suggested changes to unit managers for consideration.

ARTICLE G – FLOATING GUIDELINES

G.1 Floating Guidelines

The parties agree that in the event that a nurse is required to float from his/her unit to another unit for any hours, the following order will apply providing first that patient care needs are being met.

- (a) Volunteers
- (b) Corporate Float Team Nurses
- (c) The least senior nurse on the unit, regardless of his/her status and based on his/her qualifications.

G.2 Staff not required to float include:

- (a) Any Registered Nurse who has not completed the orientation period on the nurse's home unit tours coded as ("O").
- (b) Any Registered Nurse who is new to the Hospital, for a period of three (3) calendar months from date of hire. Registered Nurses are only permitted to work on their home unit for a period of three (3) months from their date of hire.
- (c) Any Registered Nurse who is acting as a preceptor.

ARTICLE H - PAID HOLIDAYS

H.1 The Paid holidays are designated as follows for full-time Registered Nurses:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day - July 1st
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
Float Holiday

H.2 Where a full-time Registered Nurse is entitled to a lieu day, such day off must be taken within a period of not more than thirty (30) calendar days before or after the actual holiday. However, written requests for extensions will be considered. Such requests shall not be unreasonably withheld.

H.3 The paid holidays are designated as follows for part-time Registered Nurses:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day - July 1st
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
Float Holiday

H.4 Float Holiday entitlement as per Appendix 4 for part-time Registered Nurses.

H.5 Float holidays not taken by the end of the fiscal year will be paid out.

ARTICLE I – VACATION

- I.1 The vacation year is April 1st to March 31st.
- I.2
 - (a) Registered Nurses will be given preference with respect to their vacation time requested based on seniority and patient needs.
 - (b) Vacation may be taken at any time during the year in accordance with the provisions below. Vacation preferences will be submitted in writing by the Registered Nurse to her immediate supervisor by March 31st of each year. Vacation lists will be posted by April 30th.
 - (c) Request for vacation submitted after March 31st will be granted based on “first come, first served”. A response will be provided to the nurse in writing within one (1) week of the request being submitted.
 - (d) Annual vacation will be taken by March 31st of each year. Any unused vacation will be assigned by the Director prior to the completion of a vacation year. Carry over of vacation entitlement into the first quarter of the next fiscal year may be permitted with the prior approval of the Director. The Director will provide written confirmation of vacation hours approved to be carried over in the next fiscal year.
 - (e) Prior to leaving on vacation, Registered Nurses shall be notified of the date and time to report to work following their vacation.
- I.3 Part-time Nurses’ vacation entitlements will be in accordance with Article 16 of the Central Collective Agreement.

ARTICLE J - LEAVES OF ABSENCE

J.1 Union Leave

The cumulative total number of days for leaves of absence in any one calendar year shall not exceed one hundred (100) days for all full-time and part-time Registered Nurses in the bargaining unit. Except in extenuating circumstances Registered Nurses requesting such leave of absence shall do so in writing to the Director two (2) weeks prior to the date of the request. The employer shall respond in writing within forty-eight (48) hours. It is agreed that the number of Registered Nurses that may be absent at any one time shall not exceed six (6) in total.

J.2 Prepaid Leave

The number of Registered Nurses that will be able to participate in the prepaid leave plan and can be absent at one time will be:

Two (2) Registered Nurses per department, except in a department where there are less than ten (10) Registered Nurses, then only one (1) Registered Nurse can be absent at any one time. Five (5) Registered Nurses in the Neonatal Unit.

ARTICLE K - SENIORITY LIST

- K.1 A copy of the current seniority lists for Full-time and Part-time nurses will be filed with the Bargaining Unit President or designate including all paid hours for both Part-time and Full-time nurses as well as the seniority date for Full-time nurses. The seniority lists will be provided after the completion of the pay period (s) including January 1st and July 1st of each year. A copy of the seniority lists shall be posted at the same time by the Human Resources Department.
- If there is a requirement to determine seniority when seniority dates are the same, paid seniority hours will be the determining factor.
- K.2 The Hospital will provide a copy of the list specified in Article 5.05 of the Central Agreement to the Local Union and, in addition, when the Local Union is informed regarding new hires, the unit to which they are assigned shall be set out.

ARTICLE L – TEMPORARY AND TERM POSITIONS

- L.1 The Employer agrees to post temporary positions on the work unit, via unit e-mail. Temporary positions are positions created due to leaves under Article 10.07 (d). These positions must be posted and filled in accordance with Article 10.07.
- L.2 Term Positions
- (a) The Hospital from time to time creates “Term positions” for specific purposes or tasks which are finite in length of time. For clarity, Term positions are new positions created for a defined purposes and are not temporary positions as described in Article 10.07 (d) created to cover - “vacancies caused due to illness, accident, leaves of absence (including pregnancy and parental).
 - (b) When the Hospital has determined that there are Term positions available to be created, the parties will meet to discuss the number of positions, the hours of work available, the time frame including start date and duration and rationale for the position(s) being created. The parties agree that there will be no introduction of the Term positions(s) without the agreement of the parties.
 - (c) The parties will sign an agreement for each Term position that includes the start date and the duration of the Term position.
 - (d) Term positions will be for no less than sixty (60) days and will not exceed fifty-one (51) weeks. Term positions that are extended beyond fifty-one (51) weeks will be posted as a permanent position. The Term positions will be filled in accordance with Article 10.07.
 - (f) When the term position is a full-time position and the successful applicant is a part-time employee, the incumbent will maintain part-time status unless the parties agree otherwise.
 - (g) When filling the Term position from within the bargaining unit, the incumbent will accrue service and seniority as per the Collective

Agreement. The parties will discuss the need to fill or not fill the incumbent's position as a temporary position. Upon completion of the Term Position, the incumbent nurse shall be reinstated to her former position unless the position has been discontinued. Any subsequent Temporary Position created as a resulting of the nurse filling a Term Position will be likewise reversed. If the incumbent's position has been discontinued the incumbent will be entitled to all the provisions under Article 10.

- (h) When filling the Term position from outside of the bargaining unit, the incumbent will accrue service and seniority as per the Collective Agreement. Upon completion of the Term position, the incumbent's employment will be terminated unless the nurse has been selected as the successful candidate for an alternative position.
- (i) The incumbent in any Term position that exceeds fifty-one (51) weeks shall have all the rights of any other permanent employee. The Term position will be deemed to be a permanent position.
- (j) All the provisions related to each Term Position established shall be set out in a Letter of Agreement with respect to the position. The Letter of Agreement will be signed by the employee as acknowledgement of the terms and conditions related to the Term position.

ARTICLE M - WSIB AND MODIFIED WORK

M.1 The Hospital will notify the Vice President Occupational Health and Safety of the names of all Registered Nurses who go off work due to a work related injury or who are on LTD.

The Hospital will provide to the Union, a quarterly list of all registered nurses on modified work programs.

M.2 Prior to any Registered Nurse returning to work on a Modified Work Program, the Hospital will notify and meet with a designated representative of the Ontario Nurses' Union to discuss the circumstances surrounding the registered nurse's return to suitable work.

M.3 The Hospital agrees to provide the registered nurse and the Union with a copy of the Workplace Safety and Insurance Board Form 7 at the same time it is sent to the Board.

ARTICLE N – SAFE & HEALTHY ENVIRONMENT

N.1 Violence Prevention and Control

- (a) The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of registered nurses will be condoned in the workplace. Any registered nurse who believes the situation to be abusive shall report this to the immediate supervisor who will make every reasonable effort to rectify the abusive situation.

- (b) The parties agree that if incidents involving an aggressive patient or patient family action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of registered nurses presented in that forum.
- (c) The Employer will provide updated statistics on numbers of staff assaulted while performing work and will bring this list to each meeting of the Joint Health and Safety Committee.
- (d) When a registered nurse, in the exercise of her or his functions, suffers damage to his/her person or his/her personal belongings (clothing, watch, glasses, contact lenses or other prosthesis) directly attributed to any assault, the Employer shall provide for replacement or repair at no cost to the registered nurse.
- (e) A registered nurse will complete an incident report at the time of the incident. If the registered nurse is unable to complete the incident report at the time of the incident, the registered nurse will present the incident report to the Employer within seven (7) days of the event, unless it was impossible for her or him to do so during this period.
- (f) Critical incident stress debriefing shall be made available to nurses.

N.2

- (a) The Hospital, in consultation with the Joint Health and Safety Committee, agrees to develop, implement and amend as appropriate, policies, procedures and programs pertaining to the provision of a safe and healthy workplace. The aforementioned include, but are not limited to, Employee Violence in the Workplace Policy, Blood and/or Body Fluid Exposure Guidelines, Respiratory Protection Program, Nosocomial Influenza Outbreak Policy, Employee Reporting and Monitoring – Influenza Like Illness, Musculo-Skeletal Injury Prevention & Ergonomic Equipment Program, and Infection Prevention and Control.
- (b) The Hospital agrees to support the Joint Occupational Health and Safety Committee and its Terms of Reference, Structure and Function.

ARTICLE O – LANGUAGE

O.1 The Union and the Hospital agree that providing services in the preferred language of the patient and his/her family is a desirable objective, with special emphasis on Canada’s two official languages.

O.2 (a) The need for services in a language other than English will be determined by a question on the admission form. The question shall be:

In what language would you prefer to be served?

- i) English
- ii) French
- iii) Either i) or ii)

iv) Other - please specify

Statistics thus obtained will be presented to the Union every six (6) months.

- (b) The need for bilingual services and the identification of “bilingualism essential” positions will be discussed between the Union and the Hospital for each unit prior to designation by the Hospital.
- (c) Once specific positions have been identified as “bilingualism essential” or “bilingualism asset”, permanent changes in specific numbers or percentages will be made only after consultation with the Union.
- (d) Any standard set by the Hospital to determine second language proficiency shall be reasonable, taking into consideration Regional standards and needs. In making this determination, reference may be made to the Regional Human Resources Plan and in particular to the situation of the Amalgamated Hospital (Ottawa).

ARTICLE P – VOLUNTARY PART-TIME BENEFITS

P. 1 Voluntary Part time Benefits

- (a) The Employer agrees to provide regular part-time nurses who regularly work a minimum of fifteen (15) hours per pay period, the opportunity of voluntary participation in group health and welfare benefit programs set out in Article 17, limited to any and all of the following: extended health, semi private hospitalization, dental and voluntary life insurance. Life Insurance is restricted to an individual voluntary flat life insurance plan of ten thousand dollars (\$10,000). It is understood and agreed that the regular part-time nurses who participate will assume one hundred percent (100%) of the monthly premiums.
- (b) Any regular part time nurse who participates will provide payment of the premiums through the payroll deduction process. If the regular part-time nurse has no earnings, or insufficient earnings, in the pay period in which the premiums are normally deducted, the amount owing will be deducted from the subsequent pay. In the event that there are still insufficient earnings in the subsequent pay to cover 100% of the premiums, the nurse will provide the Hospital with a cheque for the required amount. Failure to provide full payment within three (3) pay periods in accordance with this provision may result in discontinuation of benefits.
- (c) If a regular part time nurse’s coverage under a spouse’s or partners health and dental coverage terminates, the regular part time nurse is eligible for coverage under CHEO’s group benefit plan provided that he or she applies within thirty-one (31) days of the date that the coverage ended. The nurse shall provide evidence to CHEO of the termination of coverage with her application to enrol.
- (d) If a regular part-time nurse wishes to apply for coverage subsequent to the thirty one (31) day period in (c), she/he will be required to provide

satisfactory evidence of insurability and to be qualified in accordance with that evidence.

- (e) The Employer will notify the Union of any change to the benefit costs to nurses.

ARTICLE Q - CHANGE OF STATUS

- Q.1 Following the appropriate notification to the Director, prior to commencing pregnancy or parental leave of absence, the Registered Nurse will report to the Human Resources Department to discuss the administration of her benefit plans during the leave of absence. The Payroll Office will make the appropriate monthly premium billing arrangements for the continuance of benefit plans during the leave of absence, and provide a Record of Employment for Employment Insurance purposes.
- Q.2 It shall be the sole responsibility of the Registered Nurse to keep the Human Resources Department advised, in writing, of change of marital status, change of name and change of dependant status.

ARTICLE R - REPLACEMENT OF STAFF

- R.1 For efficient replacement of staff, Registered Nurses are requested to submit a letter of resignation to their Director four (4) weeks in advance of the date of resignation, whenever possible.
- R.2 A Registered Nurse leaving the Hospital shall be paid all money owed to her by the Hospital within 7 working days of her last day worked.

In cases of urgency, a special request to Payroll to have the funds available earlier than seven (7) working days will be given every consideration.

ARTICLE S – STANDBY

- S.1 Standby
 - (a) The Hospital will notify the Bargaining Unit President or designate prior to initiating ongoing standby assignments on any unit.
 - (b) Scheduled standby assignments will be distributed equitably amongst the registered nurses in any unit utilizing standby, provided that they are capable of performing the work.
- S.2 Standby assignments shall be posted at the same time as the tours of duty schedules. Registered nurses shall be permitted to exchange their standby assignments.
- S.3 Registered nurses scheduled for standby shall be provided with beepers.

- S.4 The Hospital will endeavour to make available sleeping quarters for registered nurses scheduled for standby.
- S.5 A Registered Nurse who is called in from standby and who:
- (a) works a minimum of four (4) hours
 - (b) works beyond midnight (24:00)

will not be required to return to regular duties at the Hospital without twelve (12) hours of time off. Where such time extends into the nurse's booked day shift, the Hospital will maintain his or her regular earnings within the twelve (12) hour period.

ARTICLE T – MISCELLANEOUS

- T.1 Copies of this Agreement in either French or English will be provided to each Registered Nurse covered by this Agreement by the Union and the cost of the translation and the printing will be shared by the Hospital and Union. It is agreed that the official administrative and interpretative language of the contract shall be English.
- T.2 The Hospital will provide bulletin board space for the purpose of posting notice regarding meetings and other information and otherwise restricted to Union matters. All special notices must be signed by a member of the Union executive and submitted to the Human Resources Department for approval prior to being posted and such approval shall not be unreasonably withheld.
- T.3 The Hospital will pay its Registered Nurses by direct deposit every second Friday, and will distribute the notices of deposit under envelope with the following information: initial of the wage earner, date of the pay period, deductions made, the number of working hours both regular and overtime, tour differential and responsibility pay.
- T.4 Any omission of two hundred dollars (\$200.00) or more from a Registered Nurse's paycheque due to an error on the part of the Hospital shall be paid to the Registered Nurses within three (3) working days from the time that she brings this matter to the attention of the payroll department. Any omission caused by the failure of the Registered Nurse to provide a float slip will be corrected on the next direct deposit date.
- T.5 All correspondence arising out of or incidental to this Collective Agreement shall pass between the Director and the Bargaining Unit President, unless as otherwise herein specified.
- T.6 The Hospital shall provide one lounge for the use of the Registered Nurses.
- T.7 (a) The Bargaining Unit President and Vice President - Grievances of the Local will be provided with access to the Hospital Electronic Mail System so that they can send and receive messages related to their Union duties. Both registered nurses will receive training without loss of regular earnings.

- (b) The Union will provide the Hospital with a locking "ONA mail box" which will be used for receipt of Union correspondence from their members and/or the Hospital as required. This shall be located in a mutually satisfactory area (e.g. Nurses' Lounge).
- (c) The Union will have access to room bookings through the Hospital's electronic booking system, for meetings with a grievor(s) when necessary to hold such meetings on Hospital premises. Availability will be subject to the usual Hospital rules regarding priorities.
- (d) The Bargaining Unit President will be scheduled for two (2) extended tours and the Vice President, Occupational Health and Safety will be scheduled for one (1) regular tour each month for the purpose of attending union / employer meetings. She or he will be paid at her or his regular straight hourly rate for the tours. Should the Bargaining Unit President or Vice-President, Occupational Health and Safety be required to attend meetings on her or his scheduled day off, that meeting time will be paid at the appropriate rate.

T.8 Written feedback by bargaining unit members will not be used in performance evaluations.

Dated at Ottawa, Ontario this 3rd day of April, 2009.

FOR THE EMPLOYER

S. Taylor
M. [unclear]
[unclear]
[unclear]
[unclear]
[unclear]

FOR THE UNION

Anda Henson
Labour Relations Officer
Edgar Belanger
[unclear]
[unclear]
[unclear]

LETTER OF UNDERSTANDING

Between:

CHILDREN'S HOSPITAL OF EASTERN ONTARIO

And:

ONTARIO NURSES' ASSOCIATION

Re: Defining Characteristics of Self Scheduling

Self Scheduling is the process by which nurses on a unit collectively determine and implement the work schedule. Self scheduling is a dynamic process that changes with the needs of the unit and the needs of the nurses participating. Good communication and strong commitment are essential to the success of self scheduling.

Advantages:

- Fosters an improvement in quality of work life by increasing staff control over their work schedule. Allows nurses to better meet the demands of their personal life
- Reduces staff turnover and increases job satisfaction
- Increases the awareness of the complexities of staffing and fosters team spirit and cooperation between staff and management
- Decreases absenteeism

Disadvantages:

- Additional demand on time required to complete the work schedule
-

What self scheduling means:

- Individual employees, with the support of the facilitators take responsibility for generating the unit schedule and covering the needs of the unit
- Employees are grouped and select shifts in turns
- Employees can negotiate with their peers to make changes
- Hospital policies and collective agreements are respected

What self scheduling does NOT mean

- Nurses always get the shifts that they want
- Nurses always get the time off that they want
- Full time and part time nurses don't get their allocation of hours
- Nurses can choose not to work nights, weekends and stat holidays
- Supervisors and Managers can abandon all responsibility for scheduling.

Dated at Ottawa, Ontario this 3rd day of April, 2009.

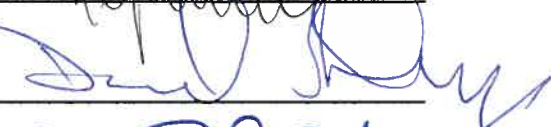
FOR THE EMPLOYER

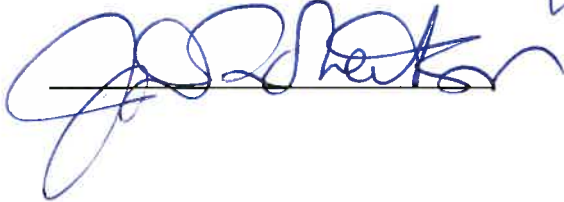












FOR THE UNION



Labour Relations Officer

