

COLLECTIVE AGREEMENT

Between:

COLLINGWOOD GENERAL AND MARINE HOSPITAL
[Hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[Hereinafter referred to as the "Union"]

Expiry Date: March 31, 2011

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APPENDIX 3

SALARY SCHEDULES

- 19.01 (a) The salary rates in effect during the term of the Agreement shall be those set forth in Appendix 3 attached to and forming part of this Agreement. The regular straight time hourly rates for full-time, regular part-time and casual part-time Registered Nurses at hospitals shall be as follows:

Classification - Registered Nurse

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	27.67	28.50	29.36
1 Year	28.08	28.92	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

NOTE 1: The above adjustments resolve the issue of Pay Equity maintenance to date, and the parties further agree that future collective bargaining settlements or awards will be deemed to resolve any future issues related to Pay Equity maintenance without any specific reference to male comparators. It is understood and agreed that the parties will take into consideration the issue of pay equity when tabling proposals through the normal course of collective bargaining.

(Articles 19.01(b) and 19.01 (c) apply to part-time nurses only)

- (b) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%.

- (c) The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enrol in the Hospital's Pension Plan when eligible in accordance with

its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

It is understood and agreed that the part-time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 9% or 13%, as applicable, which is paid in lieu of fringe benefits and accordingly the 9% or 13%, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

- (d) The parties agree to maintain the percentage differentials in the wage rates which presently exist between the classification of Registered Nurse and the other classifications which are covered by the Collective Agreement.

APPENDIX 3
SALARY SCHEDULES

Classification – Graduate Nurse

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	25.67	26.44	27.23

APPENDIX 4

APPENDIX OF SUPERIOR BENEFITS

ARTICLE 20 – SICK LEAVE

20.12 Sick Leave Credits Payout on Termination of Employment

Employees with more than five (5) years service but less than ten (10) years of service, who terminate their services for any reason, excluding discharge for just cause, will be permitted to cash out thirty-three and one third percent (33 1/3%) of their sick leave credits.

Employees with more than ten (10) years of service who terminate their services for any reason, excluding discharge for just cause, will be permitted to cash out fifty percent (50%) of their sick leave credits.

Employees who retire under any of the terms of the Hospitals of Ontario Pension Plan will be able to cash out fifty percent (50%) of their sick leave accumulated credits.

APPENDIX 5

LOCAL ISSUES

Between:

COLLINGWOOD GENERAL AND MARINE HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

APPENDIX 5

APPENDIX ON LOCAL ISSUES

ARTICLE A - RECOGNITION AND DEFINITIONS

A – 1 The Hospital recognizes the Ontario Nurses' Association as the bargaining agent of all registered and graduate nurses employed in a nursing capacity by The Collingwood General and Marine Hospital in Collingwood, Ontario, save and except managers and persons above managers.

ARTICLE B - MANAGEMENT RIGHTS

B – 1 The Union acknowledges that it is the exclusive right of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, lay-off, recall and suspend or otherwise discipline nurses for just cause provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that a nurse has been unjustly discharged, suspended or otherwise disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
- (c) establish and enforce reasonable rules and regulations to be observed by the nurses but before altering such rules and regulations, the Hospital will discuss same with the Union and give the Union the opportunity of making representation with respect to such proposed alterations;
- (d) generally to manage and operate the Hospital in all respects in accordance with its obligations and, without restricting the generality of the foregoing, to determine the kinds and locations of machines and equipment to be used, the allocation and number of nurses required from time to time and the standards of nursing performance for all nurses.

B - 2 The foregoing rights shall be exercised only in a manner consistent with the provisions of this Agreement.

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C - 1 Union Representatives

The Hospital will recognize seven (7) Union Representatives, one (1) from each of the following units of the Hospital:

- Emergency Department/Ambulatory Care
- Intensive Care Unit
- Medical Unit
- Surgical/Obstetrics Unit

Dialysis Unit
Operating Room/Recovery Room/PAC Unit/Surgical Day Unit
Mental Health Outpatient Department

C - 2 Negotiating Committee

There will be a Negotiating Committee of not more than three (3) nurses to represent both bargaining units at the Hospital.

C - 3 Grievance Committee

There will be a Grievance Committee of not more than three (3) nurses.

C - 4 Hospital-Union Committee

There shall be a Hospital-Union Committee comprised of three (3) representatives of the Hospital, one (1) of whom shall be a senior manager responsible for nursing service or her/his designate and three (3) representatives of the Union, one (1) of whom shall be the Bargaining Unit President or her/his designate.

C - 5 Union Interview

The Union will be allowed a reasonable amount of time to interview newly employed nurses during their general Hospital orientation program.

C - 6 Professional Development Committee

In accordance with Article 9.02, the committee should be comprised of not more than three (3) representatives of the Hospital and three (3) representatives of the Union.

ARTICLE D - SCHEDULING REGULATIONS

D - 1 (a) The Hospital will continue the current practice of scheduling every other weekend off.

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

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

(b) A weekend consists of 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.

D - 2

Scheduling Regulations

Violation of the following will be compensated by premium payment, as defined in Article 14.03:

- (a) A period of at least two (2) tours will be scheduled between shifts worked by a nurse unless a lesser period of time is mutually agreed upon between the nurse and her/his immediate supervisor.
- (b) A request by a nurse for a change of scheduled working hours must be submitted in writing, co-signed by the nurse willing to exchange tours, prior to the shift affected. Such change initiated by the nurse will not result in additional cost to the Hospital. All changes must be approved by the Nurse Manager or designate. Such request shall not be unreasonably denied.
- (c) No split tours.
- (d) Schedules shall be posted two (2) weeks in advance and shall cover at least a six (6) week period. Requests will be submitted four (4) weeks in advance of the posting of the schedule. Changes to the posted schedule will be discussed with the affected nurse. A discussion will be defined as one phone call attempt and an email.
- (e) Nurses will not be scheduled to work more than seven (7) consecutive 7.5 hour shifts.

FULL-TIME ONLY

- (f) The Hospital will endeavour to schedule at least one half (½) of a nurse's tours on the day shift.

FULL-TIME ONLY

- (g) At least forty-eight (48) hours time off shall be scheduled following a block of tours on the night shift. A "block of tours" is defined as two (2) or more.

FULL-TIME ONLY

- (h) Not more than two (2) consecutive weeks will be scheduled on evenings or nights unless otherwise mutually agreed. A nurse will not be required to change shifts more than once during a work week.
- (i) These regulations may be waived ^{of 1 EC 7/1 AB} between December 20th and January 5th so that nurses will receive ~~five (5)~~ ^{five (5)} or more consecutive days off at either Christmas or New Year's in alternating years. Christmas time off will include December 24th, December 25th and December 26th and New Year's time off will include December 31st and January 1st. The Hospital will give six (6) weeks' notice to nurses of Christmas and New Year's time off. This provision shall not apply to any unit in which nurses normally work Monday to Friday and are not normally scheduled to work on paid holidays.

(j) FULL-TIME ONLY

A nurse will be scheduled off at least four (4) days in any two (2) week period including at least one (1) period of two (2) consecutive days. Split days off will be scheduled by mutual consent.

- (k) The Hospital will consider requests for permanent evening or night tours. Application shall be submitted to the manager and the Union will be informed of all such agreements. Upon the RN vacating the line the permanent evening or night line will be discontinued.

D - 3

Scheduling - Extended Tour

- (a) If, at any time, either the Hospital or sixty percent (60%) or more of the nurses on a unit request the implementation or discontinuance of the extended tour system, then notice to implement or terminate the extended tour arrangement can be given by either party.

- (b) When notice of implementation or termination is given:

- i) the parties shall meet within two (2) weeks of the giving of notice to review the implementation or discontinuation; and
- ii) where it is determined that extended tours will be implemented or discontinued, affected nurses shall be given a minimum of four (4) weeks notice before the schedules are so amended.

- (c) No more than three (3) consecutive extended tours shall be scheduled per week, unless requested by the nurse.

- (d) No split tours.

- (e) Violation of the following will be compensated by premium payment:

i) FULL-TIME ONLY

There shall be no less than two (2) consecutive tours between changes of shift, unless requested by the nurse.

- ii) A request by a nurse for a change of scheduled working hours must be submitted, in writing, co-signed by the nurse willing to exchange tours, prior to the shift affected. Such change initiated by the nurse will not result in additional cost to the Hospital. All requests must be approved by the Nurse Manager or designate. Such request shall not be unreasonably denied.

iii) FULL-TIME ONLY

Where a nurse normally rotates shifts, the Hospital will endeavour to schedule at least one-half (½) of her/his tours on the day shift.

iv) At least forty-eight (48) hours time off shall be scheduled following a block of tours on the night shift, unless mutually agreed otherwise. A "block of tours" is defined as two (2) or more.

v) FULL-TIME ONLY

Not more than two (2) consecutive weeks will be scheduled on nights, unless requested by the nurse. A nurse will not be required to change shifts more than once during a work week.

vi) These regulations may be waived between December 20th and January 5th so that nurses will receive four (4) or more consecutive days off at either Christmas or New Year's in alternating years.

Christmas time off will include December 24th, December 25th, and December 26th; and New Year's will include December 31st and January 1st. The Hospital will give no less than six (6) weeks' notice to nurses of Christmas and New Year's time off. This provision shall not apply to any unit in which nurses normally work Monday to Friday and are not scheduled to work on paid holidays.

vii) Schedules will be posted two (2) weeks in advance and shall cover at least a six (6) week period. Requests will be submitted four (4) weeks in advance of the posting of the schedule.

(f) The Hospital will continue the current practice of scheduling every other weekend off.

D - 4 Regular part-time nurses shall be available for work on the following basis:

(a) Available on a pre-determined basis for at least twenty-two and one-half (22.5) hours per week.

(b) Available to work two (2) weekends in four (4).

(c) Available for work over the Christmas period (including Christmas Eve, Christmas Day, and Boxing Day), or New Year's period (including New Year's Eve and New Year's Day), on alternate years.

(d) Available for work at least half (½) of the paid holidays in a calendar year; and of those for every other at least half (½) of the paid holidays falling in July, August, September and October.

D - 5 (a) Regular part-time nurses shall be scheduled up to their commitment in accordance with their seniority.

When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Hospital will endeavour to offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses, subject to the following:

- (i) Nurses, who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital.
- (ii) A tour will be deemed to be offered whenever a call is placed.
- (iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay.
- (iv) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made.
- (v) Provided they are qualified nurses may submit their availability to work additional tours to more than one (1) unit, if to do so is in accordance with existing Hospital practice.

D - 6 Where a nurse(s) is scheduled to work less than a normal tour (7.5 hours), Article D in its entirety applies except as amended by the following:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum.
- (b) Nurses working tours of less than 7.5 hours shall be granted a paid rest period.
- (c) No part-time nurse will be scheduled solely on tour(s) which are comprised of less than seven and one-half (7.5) hours in any pay period, except where such arrangements are requested by the nurse.
- (d) Nurses, working tours comprised of less than seven and one-half (7.5) hours, shall not be scheduled to work more than seven (7) consecutive tours. If a nurse is required to work on an eighth [8th] consecutive and subsequent tour, then she/he will receive premium pay for each tour so worked until a day off is scheduled.

ARTICLE E - PAID HOLIDAYS

E - 1 The following shall be recognized:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	November 11th
July 1st (Canada Day)	Christmas Day
Employee's Birthday*	Boxing Day

*If a nurse's birthday falls upon an above-named paid holiday, she shall name another day for her birthday paid holiday.

E - 2 The Hospital shall arrange for paid holidays off to be divided equitably among the nurses in the same unit.

- E - 3 A nurse will be paid for all actual hours worked on a paid holiday.
- E - 4 (a) When a nurse is scheduled to work the weekend contiguous to a paid holiday, the nurse will be scheduled to work the paid holiday;
- (b) If a nurse is scheduled off the weekend contiguous to a paid holiday, she/he shall be scheduled off the paid holiday.
- E - 5 FULL-TIME
- When a nurse works on a holiday or when a holiday falls on a scheduled day off, compensating time off shall be scheduled concurrent with scheduled weekends off, vacation or at a mutually agreeable time.
- E - 6 An employee may accumulate up to thirty-seven and one-half (37.5) hours of statutory lieu time and such time may be added to vacation or taken concurrently. Hours in excess of the thirty-seven and one-half (37.5) hours will be automatically paid out at the appropriate rate.

ARTICLE F – VACATIONS

- F - 1 (a) The Hospital will post by February 1st a vacation sheet in each nursing unit to cover the period from June 15th to September 15th in each year. Each nurse employed in the unit should indicate in writing and submit to her/his manager prior to March 15th her/his preference for vacation dates. For the purpose of awarding vacation during the summer period, requests for vacation weeks will supersede requests for vacation days (less than a week). In the event of conflict, seniority shall govern. The vacation schedule shall be confirmed by April 15th. Any remaining time for vacation in prime time shall thereafter be granted on a first [1st] come first [1st] serve basis.
- (b) Vacation requests for all other times shall be submitted no later than four (4) weeks before the posting of the applicable schedule and such requests shall be granted in order of date of request and confirmed within two (2) weeks of the request.
- F - 2 The date for determining vacation entitlement shall be the nurses service review date in accordance with Article 10.
- F - 3 Prior to leaving on vacation, nurses shall be notified of the date, and time at which to report for work following vacation.
- F - 4 The Hospital will endeavour to schedule off the weekend before and after a nurse's vacation.
- F - 5 Vacations may be taken as one (1) day or any multiple thereof.
- F - 6 A week of vacation shall be defined as a calendar week.
- F - 7 Vacation may commence on any day of the week.

F - 8 (a) FULL-TIME

Vacation credits may be taken as it is earned. A nurse may make a written request to the Hospital to take their earned vacation credits by the end of the fifteen (15) months following the end of the calendar year in which the vacation credit was earned. Such requests shall not be unreasonably denied.

(b) PART-TIME

Part-time nurses may if they so request have vacation time off in accordance with the Collective Agreement.

F - 9 A part-time nurse's vacation pay shall be paid with each pay.

ARTICLE G - SENIORITY LIST

G - 1 Seniority lists for nurses will be posted in January and July.

ARTICLE H - UNION LEAVE

H - 1 Leave of Absence for Union Business

Leave of absence for Union business shall be given up to an aggregate of sixty (60) days during the calendar year for all members of the bargaining unit, provided two (2) weeks notice, if possible, is given the Hospital. It is agreed that not more than three (3) nurses in total nor more than one (1) nurse per unit shall be absent on such leave at the same time.

ARTICLE I - BULLETIN BOARD

I - 1 The Hospital shall provide bulletin board space for the use of the Union. The bulletin board shall be located outside the conference room.

ARTICLE J - PRE-PAID LEAVE PLAN

J - 1 In the four over five year plan there will be a maximum of three (3) nurses per year. There shall be no more than one (1) nurse from each unit.

ARTICLE K – MISCELLANEOUS

K - 1 The Hospital will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury or when a nurse goes on LTD.

K - 2 When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local

Executive to discuss the circumstances surrounding the employee's return to suitable work.

K - 3 The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

K - 4 (a) Standby

Should the Employer require employees to be on standby in accordance with Articles 14.06 and 14.07, the standby shall be scheduled by:

i) no employee shall be required to be on standby for two (2) or more succeeding weekends.

ii) standby schedules shall be posted six (6) weeks in advance.

K - 5 The Hospital will continue to supply scrub/lab coats to those nurses who require them.

K - 6 Paid Parking

The Hospital will continue its policy of paid parking.

Prior to any changes in these rates to reflect changes in costs of providing parking service, the proposed changes will be discussed at the Hospital/Union Committee. In the event the Hospital changes the rates, the Union has the right to grieve.

ARTICLE L - JOB SHARING

L - 1 Job sharing requests with regard to full-time positions shall be considered on an individual basis.

L - 2 Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Nurse Manager of the Unit.

L - 3 The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.

L - 4 Each job sharer may exchange shifts with her/his partner, as well as with other nurses as provided by the Collective Agreement.

L - 5 The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.

L - 6 Coverage:

(a) It is expected that both job sharers will cover each other's incidental illnesses and vacation. If, because of unavoidable circumstances, one (1)

cannot cover the other, the Nurse Manager of the Unit must be notified to book coverage.

- (b) Vacation, Pregnancy Leave, Prolonged or Extended Absences, and other Leaves pursuant to Article 11 of the Central Agreement:

In the event that one (1) member of the job sharing arrangements goes on any of the above leaves of absence the coverage will be negotiated with the unit supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

L - 7

Implementation:

- (a) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- (b) An incumbent full-time nurse wishing to share her/his position may do so without her/his half [$\frac{1}{2}$] of the position being posted. The other half [$\frac{1}{2}$] of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (c) If one (1) of the job sharers leave the arrangement, their position will be posted in accordance with the criteria set out in the Collective Agreement and, where no replacement can be found, the parties will meet within two weeks to discuss the continuation of the job shared position.

L - 8

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.

ARTICLE M – OVERTIME

M - 1

For nurses who choose to take time off in lieu of payment of overtime, the Nurse Manager will have such time, to a maximum of thirty-seven and one-half (37.5) hours, scheduled at a mutually agreeable time. Hours in excess of the thirty-seven and one-half (37.5) hours will be automatically paid out at the appropriate rate. However, if special circumstances exist, a nurse may make a written request to the Hospital to take time off in lieu of payment to a maximum of seventy five (75) hours. Such requests shall not be unreasonably denied.

SIGNING PAGE

Dated at Collingwood, Ontario, this 14th day of June, 2009.

FOR THE EMPLOYER

Sue Neve

Borman

FOR THE UNION

Judy Burr
Labour Relations Officer

Kalizabeth Coletta

LETTER OF UNDERSTANDING

Between:

COLLINGWOOD GENERAL AND MARINE HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: Uniform Allowances and I.C.U. Nurses

The Parties agree to the following terms and conditions:

- (a) Nurses employed with the Hospital prior to September 10, 2001 will continue to receive a uniform allowance in the amount of seventy-five dollars (\$75.00) per year. The uniform allowance will be paid on March 31st of each year.
- (b) Nurses hired on or after September 10, 2001 will not receive a uniform allowance.
- (c) Nurses employed with the Hospital prior to September 10, 2001 will continue to receive, in addition to their hourly rate of pay, six cents (\$0.06) per hour for each hour worked in the I.C.U. Nurses will receive the payment on March 31st of each year.
- (d) Nurses hired on or after September 10, 2001 will not receive the additional six cents (\$0.06) per hour for each hour worked in the I.C.U.

Dated at Collingwood, Ontario, this 2nd day of November, 2007.

Renewed at Collingwood, Ontario this 4th day of *June*, 2009.

FOR THE EMPLOYER

FOR THE UNION

[Signature]

[Signature]

Labour Relations Officer

[Signature]

[Signature]

LETTER OF UNDERSTANDING

Between:

COLLINGWOOD GENERAL AND MARINE HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: Reduced Full-Time (RFT) Positions

The Parties agree to the following guiding terms and conditions:

- (a) Reduced full time (RFT) positions will provide their availability for additional shifts above a .7 schedule, 4 weeks prior to the schedule being posted (specifically an indication of the number of additional shifts and dates they are available for. Availability for specific start times/shifts cannot be accommodated as part of this process). RFT will be scheduled for shifts above a .7 based on declared availability unless the availability provided does not meet the need for shift coverage; in which case the employer will speak directly to the nurse involved to discuss the required shift assignment(s). In cases where the Vice-President of Patient Services declares a staffing crisis there shall be a meeting with the Union prior to the implementation of a broad based shift schedule requirement that differs from .7. The organizational announcement made by the Vice-President of Patient Services will constitute speaking directly to the nurse involved.
- (b) A reduced Full Time Nurse will work between 26.5 and 37.5 hours per week.
- (c) RFT positions can be created by combining casual and/or part-time hours.
- (d) All new RFT positions will be posted in accordance with Article 10.
- (e) Any vacant RFT position will be assessed for continuation within the context of the current (at that time) or projected needs of the unit and then posted in accordance with Article 10 if appropriate.
- (f) RFT positions are not eligible for job sharing.
- (g) Employees in temporary RFT positions will be notified as soon as possible on the reversion back to their original status.
- (h) Seniority will be calculated as set out in Article 9.06 (a).

Re: Reduced Full-time (RFT) Positions
Page Two

- (i) In accordance with Article 14, overtime will be paid if a nurse works more than 11.25 hours in a day or more than 75 hours in a 2 week period.
- (j) Benefits will be as set out in Article 17 of the Collective Agreement.
- (k) Pension credits will be based on regular paid hours.
- (l) Vacation will be based on regular paid hours. Vacation requests will be granted in accordance with Article F of the collective agreement. Vacation time granted shall not result in the nurse working more shifts in the period of the schedule than would normally be worked minus the requested vacation.
- (m) Reduced Full time nurses will be on the Full time Seniority list.
- (n) The Hospital will meet with the Union to discuss any additional Reduced Full Time positions.
- (o) The Hospital will meet with the Union to discuss any discontinuation of Reduced Full Time positions.
- (p) Reduced Full Time Nurses will receive 12 Paid holidays as set out in Article 10.01 through to 15.07.

Dated at Collingwood, Ontario, this *4th* day of *June*, 2009.

FOR THE EMPLOYER

[Signature]

[Signature]

FOR THE UNION

[Signature]

Labour Relations Officer
[Signature]

LETTER OF INTENT

Between:

COLLINGWOOD GENERAL AND MARINE HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: Scheduling for the Operating Room

The parties agree to form a task force. The task force will be composed of equal numbers of representatives of the Union and the Hospital. The task force will make its decisions by consensus. The mandate of the task force will be to study and make recommendations to the hospital regarding scheduling for the Operating Room. The task force will:

- (a) Meet within three (3) months of the ratification of the Local Memorandum of Settlement.
- (b) The task force will be co-chaired by a hospital representative and a representative from the Union.
- (c) The task force will identify the timelines for conducting their study and will also conclude timelines for the recommendations to be made by the task force.
- (d) The task force recommendations will be presented in the form of a report to the Surgical Team.
- (e) The final recommendations from the joint task force will be presented to the Hospital-Association Committee.

Dated this 8th day of April, 2005.

Renewed at Collingwood, Ontario, this ~~4th~~ day of June, 2009.

FOR THE EMPLOYER

Lisa Keele
A. Bowman

FOR THE UNION

Judy Ben
Labour Relations Officer
Colleen Casson

LETTER OF INTENT

Between:

COLLINGWOOD GENERAL AND MARINE HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: 2 Day/2 Night Scheduling Agreement

The Parties agree to implement 2 Day/2 Night scheduling subject to the following terms and conditions:

- (a) Nurses will not be required by the Hospital to work more than four (4) consecutive shifts. If a nurse works a fifth (5) consecutive tour, she/he will receive pay at time and one half if all obligations to the Hospital have been met.

In order to achieve one thousand nine hundred and fifty (1950) hours per year a nurse must work an additional 22.50 hours every nine weeks. The Hospital will be responsible to book these shifts in addition to the nurse's regular rotation. These additional shifts will be marked on the schedule.

- (b) A nurse will receive premium payment in accordance with Article 14.15 for all hours worked on a weekend.

As per Article D-1 (b) of the Local Agreement:

A weekend consists of 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.

- (c) If a Nurse 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:
- i) Such weekend has been worked by the Nurse to satisfy specific days off required by such Nurse; or
 - ii) Such Nurse has requested weekend work; or
 - iii) Such weekend work is worked as the result of an exchange of shifts with another Nurse.

Re: 2Day/2Night Scheduling Agreement
Page Two

(d) All other provisions in Article 13.02 shall be honoured.

Signed and dated at Collingwood, Ontario, this 25th day of January, 2006.
Renewed at Collingwood, Ontario this 4th day of *June*, 2009.

FOR THE EMPLOYER

[Signature]

[Signature]

FOR THE UNION

[Signature]

Labour Relations Officer

[Signature]

LETTER OF UNDERSTANDING

Between:

COLLINGWOOD GENERAL AND MARINE HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: Job Sharing

The parties mutually agree to implement a job sharing arrangement pursuant to Article 20.01 of the Central Agreement. The following conditions will apply, unless otherwise agreed by the parties.

1. The Hospital has the undisputed right to designate and increase or decrease the full-time positions eligible to be deemed job sharing. The Employer shall not arbitrarily unreasonably refuse to implement job sharing.
2. Each department/unit will determine the approximate number of full-time positions to be allotted to job sharing.
3. The job shared position shall be full-time. The nurses occupying the positions shall be considered part-time with all rights and privileges of part-time nurses under this Collective Agreement.
4. Total hours worked by the job sharers shall equal one full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two nurses and the Nurse Manager of the unit.
5. Each job sharer may exchange shifts with her/his partner, as well as with other nurses as provided by the Collective Agreement.
6. It is expected that both job sharers will cover each other's incidental illnesses. If because of unavoidable circumstances one cannot cover the other, the Nurse Manager must be notified to arrange coverage. Job sharers are not required to cover for their partner in the event of extended absence.
7. Vacation, Pregnancy & Parental Leave and other Leaves of Absence pursuant to Article 11 of the Full-Time and Part-Time Collective Agreements.

In the event that one member of a job sharing arrangement goes on any of the above Leaves of Absence, the coverage will be negotiated with the Unit Manager, but it is hoped that the remaining member of the arrangement would be prepared to cover the Leave of Absence as much as possible.

Re: Job Sharing
Page Two

8. Implementation

Where the job sharing arrangement arises out of the filing of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

- a) An incumbent full-time nurse wishing to share her/his position may do so without her/his half of the position being posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- b) If one (1) of the job sharers leaves employment with the Hospital, or leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the shared arrangement will revert to a full-time position. The remaining nurse will have an option of continuing in the full-time position. If she/he does not continue, the position must be posted according to the Collective Agreement.

9. 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.

Dated at Collingwood, Ontario, this 2nd day of November, 2007.

Renewed at Collingwood, Ontario this *4th* day of *June*, 2009.

FOR THE EMPLOYER

FOR THE UNION

Lisa Neve

Judy Burr

Labour Relations Officer

Aburman

Elizabeth Coeaton

LETTER OF UNDERSTANDING

Between:

COLLINGWOOD GENERAL AND MARINE HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: Education Leave

The parties agree to implement education leave subject to the following terms and conditions:

The employer agrees to provide each FT and each PT nurse with eleven and one-quarter (11.25) hours paid education leave annually for the purpose of enhancing their professional practice.

Application for this benefit will be made in writing to the department manager and shall include proof of successful completion and proof of hours in attendance.

Signed and dated at Collingwood, Ontario this 3rd day of April, 2007.

Renewed at Collingwood, Ontario this 4/17 day of June, 2009.

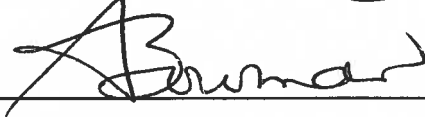
FOR THE EMPLOYER

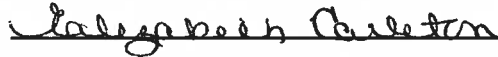
FOR THE UNION





Labour Relations Officer





LETTER OF UNDERSTANDING

Between:

COLLINGWOOD GENERAL AND MARINE HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: Innovative Unit Scheduling in Medical and Emergency (those not on DDNN schedules) Departments

The parties agree to introduce innovative schedules in Medical and Emergency Units. It is understood that this applies to nurses working 12 hours exclusively. The following shall apply to scheduling of 12 hour shifts on the Medical and Emergency units.

The parties agree to the following guiding terms and conditions:

- (a) Hours on the Master Rotation will be averaged over a 12 week period. Nurses will be scheduled for an average of 75 hours biweekly over the length of the master schedule.
- (b) Nurses shall be paid on the basis of 75 hours biweekly. Hours worked per the Master Rotation, in excess of the 75 hours will be banked at the straight time hourly rate and shall be paid out on the pay period where the nurse works less than 75 hours.
- (c) Any change in the posted master rotation shall be reviewed with the Union prior to implementation.
- (d) The employer will endeavor to post new master rotations at the start of a pay period to accommodate this innovative schedule.
- (e) Upon a change in the Master Rotation, or a change in Employee status, the Employer will reconcile the bank.
- (f) Level time off will be built into the master schedule, may not be moved, and must be taken as time off.
- (g) All other provisions of the collective agreement shall apply except those amended above.
- (h) This innovative schedule may be discontinued by either party with 90 days written notice.

Dated at Collingwood, Ontario this 4th day of June, 2009.

FOR THE EMPLOYER

[Signature]
[Signature]

FOR THE UNION

[Signature]
Labour Relations Officer
[Signature]

LETTER OF UNDERSTANDING

Between:

COLLINGWOOD GENERAL AND MARINE HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: Vacation Time

In an effort to ensure that all staff at the Hospital are able to access vacation time during high demand vacation periods, the following process steps will be followed for the allocation of vacation during the summer period (June 15 to Sept. 15):

- (a) Vacation requests submitted will be ranked by preference (1st choice, 2nd choice, etc.) to ensure the manager of the department is aware of the individual nurse preference.
- (b) Department managers will grant up to two (2) consecutive weeks of vacation, as available, by seniority for the first choice requested. For times in which the junior employee has requested the same choice as a more senior employee, the junior employee's 2nd or 3rd choice will be considered, and awarded (if available) if they are the most senior employee requesting that vacation.
- (c) Once the first round of processing is completed, the department manager will review the remaining vacation weeks requested (pertaining to employees who requested more than 2 weeks of vacation) and award (as available) those vacation requests (in two week blocks) following the same process as Step 2. This process will continue until all vacation requests have been processed.
- (d) This agreement will be in place for the summer period of 2009, at which point, the parties agree to review the process, and if both parties agree, develop language for continuation of the process.

Dated this 4th day of June, 2009.

FOR THE EMPLOYER

Lisa Neal
A. Bowman

FOR THE UNION

Judy Ben
Labour Relations Officer
Isabellah Coe

LETTER OF UNDERSTANDING

Between:

COLLINGWOOD GENERAL AND MARINE HOSPITAL
[hereinafter referred to as the "Hospital"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: Scheduling Committee

The parties agree to the following guiding terms and conditions:

- (a) There shall be a scheduling committee comprised of equal representatives of the Hospital and the Union.
- (b) The committee will provide input in the event of a change in the master rotation of a specific unit.
- (c) This agreement will be in place until December 31, 2009, at which point, the parties agree to review the process, and if both parties agree, develop language for continuation of the process.

Dated at Collingwood, Ontario, this 4th day of June, 2009.

FOR THE EMPLOYER

Sue Nixon
A. Bowman

FOR THE UNION

Judy Burr
 Labour Relations Officer
Elizabeth Coe

