

**LOCAL APPENDICES TO THE  
COLLECTIVE AGREEMENT**

Between:

**GRAND RIVER HOSPITAL CORPORATION**  
(Hereinafter referred to as "the Hospital")

And:

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

Expiry: March 31, 2014

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APPENDIX 3 SALARY SCHEDULERegistered Nurse

	Effective <u>April 1, 2010</u>	Effective <u>April 1, 2013</u>
Start	29.36	30.17
1 Year	29.79	30.61
2 Years	30.29	31.12
3 Years	31.78	32.65
4 Years	33.28	34.20
5 Years	35.15	36.12
6 Years	37.04	38.06
7 Years	38.94	40.01
8 Years	41.70	42.85
25 Years	42.44	43.61

Clinical Resource Nurse/Discharge Planner & Health Promotion Clinician

	Effective <u>April 1, 2010</u>	Effective <u>April 1, 2013</u>
Start	39.09	40.16
1 Year	39.52	40.61
2 Years	39.52	40.61
3 Years	40.94	42.07
4 Years	43.21	44.40
8 Years	43.30	44.49
25 Years	44.07	45.28

Resource Nurse/Charge Nurse

	Effective <u>April 1, 2010</u>	Effective <u>April 1, 2013</u>
Start	31.25	32.11
1 Year	31.60	32.47
2 Years	32.04	32.92
3 Years	33.57	34.49
4 Years	35.05	36.01
5 Years	36.92	37.94
6 Years	38.80	39.87
7 Years	40.70	41.82
8 Years	43.52	44.72
25 Years	44.28	45.50

Permanent Team Leader

	Effective <u>April 1, 2010</u>	Effective <u>April 1, 2013</u>
Start	30.77	31.62
1 Year	31.15	32.01
2 Years	31.60	32.47
3 Years	33.10	34.01
4 Years	34.60	35.55
5 Years	36.49	37.49
6 Years	38.34	39.39
7 Years	40.26	41.37
8 Years	43.07	44.25
25 Years	43.84	45.05

Educator/Professional Practice Leader/Nurse Clinician

	Effective <u>April 1, 2010</u>	Effective <u>April 1, 2013</u>
Start	39.44	40.52
1 Year	39.89	40.99
2 Years	39.89	40.99
3 Years	41.27	42.40
4 Years	43.60	44.80
8 Years	43.69	44.89
25 Years	44.46	45.68

Nursing Skills Instructor (formerly Educator)

	Effective <u>April 1, 2010</u>	Effective <u>April 1, 2013</u>
Start	38.73	39.80
1 Year	39.16	40.24
2 Years	39.16	40.24
3 Years	40.53	41.64
4 Years	42.81	43.99
8 Years	42.91	44.09
25 Years	43.67	44.87

Non-Registered Nurse

	Effective <u>April 1, 2010</u>	Effective <u>April 1, 2013</u>
Start	27.36	28.11

Nurse Practitioner – RN (EC) and Acute Care Nurse Practitioner

	<u>Effective April 1, 2010</u>	<u>Effective April 1, 2013</u>
Start	49.73	51.10
1 Year	49.75	51.12
2 Years	49.75	51.12
3 Years	50.45	51.84
4 Years	51.72	53.14
5 Years	53.02	54.48
6 Years	54.88	56.39
8 Years	55.01	56.52
25 Years	55.96	57.50

**APPENDIX 4****SUPERIOR CONDITIONS – FREEPORT SITE ONLY****ARTICLE I – DEFINITIONS AND GRADUATE NURSE**

In reference to the Central Document, Article 2.02 and the obsolete agreement Article 3.01 (b)

A graduate nurse is defined as a nurse with registration incomplete who is a graduate of a program acceptable to the College of Nurses of Ontario and is either in the process of being registered by the College of Nurses of Ontario or is completing registration requirements. This registration is to be completed within twenty-four (24) months of employment for nurses hired after July 1, 1975.

**ARTICLE II – ASSOCIATION SECURITY – FULL-TIME ONLY**

In reference to the Central Document, Article 5 Note and the obsolete agreement Article 8.01

The Hospital will continue to provide the Association with the names of nurses on unpaid leaves of absences and who have terminated.

**ARTICLE III – PREMIUM PAYMENT – FULL-TIME ONLY**

In reference to the Central Document, Article 14.01 and the obsolete agreement Article 19.03

When a nurse is required to work on her scheduled day(s) off, she shall be paid at the rate of time and one-half (1½) her basic straight time pay. In addition, her day(s) off shall be rescheduled.

**ARTICLE IV – EDUCATION ALLOWANCE**

In reference to the Central Document, Article 19.09 and the obsolete agreement Article Schedule A.

**Education Increments**

- (a) An additional \$15.00 per month will be paid to a nurse who has obtained a recognized certificate or for successful completion of a recognized course of four (4) or more weeks duration but less than three (3) months recognized by the Ontario Hospital Association or the Registered Nurses' Association of Ontario. To qualify such a course or certificate must be agreed upon by the Hospital and Association. Not more than one (1) increment of \$15.00 per month will be recognized for any one nurse and only such certificates or courses as are in the Hospital's opinion required with respect to the Nurse's position will be recognized.
- (b) Any nurse in the employ of the Hospital on the date of signing this Agreement who claims to be entitled to an educational increment shall within thirty (30) days submit a request for such increment to the Administrator for his consideration.

ARTICLE V – PAID HOLIDAYS – PART-TIME ONLY

In reference to the Central Document, Article 15.01 Note and the obsolete agreement Article 22.03.

A casual part-time nurse who works on a designated holiday as listed in Appendix 5, Article I of this agreement shall be paid at time and one-half (1½) her regular straight time hourly rate for all hours worked on such holiday. Where, in addition, she is required to work additional hours following her full tour on that day, she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

ARTICLE VI – VACATIONS – PART-TIME ONLY

In reference to the Central Document, Article 16 Note and the obsolete agreement Article 21.01.

A casual part-time nurse on staff as of October 23, 1981, who has less than four (4) years (800 tours worked) of seniority shall be entitled to six percent (6%) of all pay earned during the vacation year. Casual part-time nurses on staff as of October 23, 1981, who have more than four (4) years (800 tours worked) of seniority shall be entitled to eight percent (8%) of all pay earned during the vacation year.

ARTICLE VII – SENIORITY – PART-TIME ONLY

In reference to the Central Document, Article 10 Note and the obsolete agreement Article 11.01

The Hospital will submit to the Local Association, semi-annually, the number of tours worked by each casual part-time nurse since their last date of hire.

**APPENDIX 5 – LOCAL PROVISIONS****ARTICLE A – RECOGNITION**

A-1 The Grand River Hospital Corporation recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by the Grand River Hospital, save and except coordinators, supervisors, managers and persons above the rank of coordinator, supervisor and manager.

**ARTICLE B – MANAGEMENT RIGHTS**

B-1 The Union acknowledges that it is the exclusive function of the Hospital except as specifically restricted by the provisions of the Agreement to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without cause may be subject of a grievance and dealt with as hereinafter provided;
- (c) Determine in the interest of efficient operation and highest standard of service job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;
- (d) Generally to manage the operation that the Hospital is engaged in and without restricting the generality of the foregoing to determine the number of personnel required, methods, procedures, and equipment in connection therewith;
- (e) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees not inconsistent with the provisions of the Agreement.

B-2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

**ARTICLE C – ASSOCIATION SECURITY**

C-1 In reference to Article 5.06, the Hospital will schedule to have an officer of the Union or union representative interview newly hired employees as part of the Hospital Orientation Program.

**ARTICLE D – REPRESENTATIVES AND COMMITTEES**

- D-1 In reference to Article 6.02 (a), there shall be forty-five (45) Union Representatives.
- D-2 In reference to Article 6.02(b), there shall be a Grievance Committee composed of four (4) union members and the Bargaining Unit President.
- D-3 (a) In reference to Article 6.03 (a), the Union and the Hospital shall each appoint up to four (4) persons and the Bargaining Unit President to the Hospital-Association Committee.
- The Hospital and the Union may invite other persons to meetings of this Committee, as required, to deal with specific situations as they arise.
- (b) In reference to Article 6.03 (e), the bargaining unit will notify the Hospital in advance of each meeting which two (2) Committee representatives will be paid per meeting.
- D-4 In reference to Article 6.04 (a), the Negotiating Committee shall be composed of at least four (4) Union members and the Bargaining Unit President.
- D-5 In reference to Article 9, the Professional Development Committee shall be composed of at least four (4) Union members and the Bargaining Unit President.
- D-6 The Union's appointees to all committees may be full-time or part-time employees.
- D-7 All correspondence from the Hospital to the Union shall be sent to the President of the Bargaining Unit with the exception of all financial billings which will go directly to the Treasurer of the bargaining unit within sixty (60) calendar days of the period utilized.
- D-8 Scheduling Committee
- The purpose of the Scheduling Committee will be to review requests for implementation of new scheduling arrangements prior to either implementation by the Hospital or voting by employees to ensure that the proposed scheduling arrangements comply with the requirements of the Collective Agreement. Should a schedule be proposed that does not comply with the requirements of the Collective Agreement, such schedules will be forwarded to the Hospital-Association Committee for discussion.
- One committee will be established and representatives may be from both sites. The committee will be comprised of one (1) part-time employee, one (1) full-time employee, one (1) common elected Union representative and three (3) management members.
- D-9 The Occupational Health and Safety Committee as identified in Article 6.05 of the Central collective agreement shall have one (1) member from the Ontario Nurses' Association per committee, with the option of having two (2) members on the KW site committee. The Bargaining Unit shall advise the employer who the members will be on the committee in writing. Three (3) of the ONA members will be certified representatives, certification to be paid by the employer.

**ARTICLE E – SENIORITY**

E-1 In reference to Article 10.02, seniority lists shall be submitted to the President of the Bargaining Unit semi-annually February 15<sup>th</sup> and during the month of September.

**ARTICLE F – LEAVE OF ABSENCE**

F-1 In reference to Article 11.02, Leave for Association Business, the Union will be granted up to a maximum of two hundred and twenty-five (225) days of unpaid leave in each calendar year.

Such leave shall be subject to the following conditions:

- i) the leave does not interfere with the continuance of efficient operation of the Hospital;
- ii) not more than twelve (12) employees are absent on any such leave at the same time, and not more than two (2) employees from a patient care area;
- iii) a request must be made in writing. The Union will provide the Hospital with two– (2) weeks notice prior to the commencement of the leave. In extenuating circumstances this time may be reduced.

F-2 The Bargaining Unit President and Grievance Officer shall be granted leave with pay up to a total of five (5) days per pay period to be divided among the two positions as the union sees fit. This day will be scheduled between Monday to Friday (not on a paid holiday) and will not result in the employee working in excess of seventy-five (75) hours in a pay period.

F-3 **Local Coordinator Leave**

The Hospital agrees to grant leaves of absence, without pay, to employees elected to the position of Local Co-ordinator. The request must be made in writing. The Union will provide the Hospital with two– (2) weeks notice prior to the commencement of the leave. In extenuating circumstances this time may be reduced. 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.

**ARTICLE G – HOURS OF WORK AND SCHEDULING**

## G-1 Part-time only

- (a) The regular part-time employee must be available as required by the Hospital to work twelve (12) months of the year, less vacation entitlement and shall be available as follows:
- i) two weekends in four (4) weeks;
  - ii) twenty-two point five (22.5) hours per week, these shifts may be on a regular predetermined basis, it is understood that a regular part-time employee who has been pre-scheduled for forty-five (45) hours in a pay period has met their commitment;
  - iii) a minimum of four (4) additional recognized holidays (not including the Holiday Season as addressed elsewhere) during each calendar year, and,
  - iv) a minimum of two (2) of three (3) shifts for employees that work seven and one half (7.5) hour shifts or both shifts for all other scheduling models.

It is understood that the time off in (a) above is subject to approval of vacation requests under this Collective Agreement.

- (b) All scheduled hours for regular part-time employees shall be scheduled in an equitable manner before any casual employees are utilized.

Staff are required to submit their availability a minimum of two (2) weeks in advance of the schedule being posted, on the required form. If availability is not submitted, does not meet the operational needs of the unit, or does not meet the requirements of G-1 (a), part-time employees may be scheduled up to their commitment based on the needs of the unit.

After the schedule is posted, if employees have not been scheduled up to their commitment, they will be offered tours by seniority up to their commitment before additional tours are offered. Once regular part-time employees have been offered their commitment, they will be offered all additional hours that become available on their unit in an equitable manner on the basis of seniority and submitted availability prior to utilizing casual employees subject to the following:

- i) Employees who wish to be considered for additional hours must indicate as such in the manner prescribed by the hospital:
- ii) A tour will be deemed to have been offered whenever a call is placed.
- iii) When a regular part-time employee accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the hospital are made.
- iv) The Hospital will not be required to offer tours which would result in overtime premium pay.

- v. Eligible employees who have indicated availability for a full shift will be given the full shift over eligible employees who have indicated their availability for only part of an available shift.
  - vi. Where an eligible employee indicates availability for only part of an available shift and the hospital is unable to find an employee who can work the entire shift, the eligible employee may be given the part shift. Should the remainder of the shift remain uncovered and the eligible employee subsequently becomes available to work the remainder of the shift, she/he will be paid at the same rate of pay until the duration of the original shift is completed.
- (c) Where additional hours are premium hours such hours will be offered to regular part employees based on seniority and availability, if there are no part-time employees available for such premium hours, casual nurses who are entitled to premium for such additional hours will be offered these premium hours on the basis of seniority and availability. If there are no casuals available for such additional premium hours, such premium additional hours will be offered to full-time employees based on seniority and availability.

G-2 Applies to all Scheduling Models

(a) Posting of Schedules

Schedules will be posted four weeks in advance for at least four (4) weeks.

Time off following night shift

The Hospital shall schedule at least forty-eight (48) hours off following the night tour when switching to days or evenings. If an employee works with less than forty-eight (48) hours off following the night tour, she/he will receive premium payment pursuant to Article 14 of the central document; save and except:

- i) where the shift has been worked to satisfy specific days off required by such employee
- ii) such tour was worked as a result of an exchange of tours with another employee

Changing of Shifts in a week

Employees shall not be scheduled to change shifts more than twice in any week.

- (b) It is also agreed that an employee's availability for and/or agreement to work tours offered after the schedule is posted does not waive such employee's claim for premium payment when provided for under Article G or any other relevant part of this agreement.

(c) Call in process for additional tours/shifts/hours

Shifts commencing within one (1) to eight (8) hours:

The first employee eligible to be called for the shift will be given five (5) minutes to respond before the Hospital proceeds down the availability list.

Shifts commencing in more than eight (8) hours but less than twenty four (24) hours:

The first employee eligible to be called for the shift will be given fifteen (15) minutes to respond before the Hospital proceeds down the availability list.

Shifts commencing in more than twenty four (24) hours but less than seventy two (72) hours:

The first employee eligible to be called for the shift will be given one (1) hour to respond before the Hospital proceeds down the availability list.

Shifts commencing in more than seventy-two (72) hours but less than one (1) week:

The first employee eligible to be called for the shift will be given twenty four (24) hours to respond before the Hospital proceeds down the availability list.

Shifts commencing in one (1) week or more:

The first employee eligible to be called for the shift will be given forty eight (48) hours to respond before the Hospital proceeds down the availability list.

(d) Exchange in Shifts

Requests for exchange of shifts within the current scheduling period of the same length between two (2) employees within the same nursing unit must be submitted, in writing on the form provided by the Hospital. Such requests must be submitted forty-eight (48) hours in advance of the first shift, except in extenuating circumstances. The form must state the shifts to be exchanged, the date and be signed by both employees before the manager/designate will consider the request. If an employee is unable to sign the request a verbal confirmation, by both employees, with the manager or manager's designate is required. No shifts can be given by an employee to another employee. There shall not be any premium paid as a result of the exchange of shifts. Requests will not be unreasonably denied. All denials will be in writing with reasons for such denial. Full and part-time employees can exchange shifts.

Under special circumstances, with management approval staff may submit shift exchanges in advance of the current scheduling period and these requests will not be unreasonably denied (e.g. including but not limited to educational advancement reasons).

Full-time employees may request a shift exchange with employees who are not working the same number of hours on that shift however, in order to maintain full time hours (1950 per year) the full-time employee will request banked lieu time or vacation for the remaining hours.

In areas with the hybrid scheduling model, full-time employees may request up to twice per calendar year a shift exchange with employees who are not working the same number of hours on that shift providing that the full-time employee requests a personal leave of absence, utilizes banked premium hours or vacation for the remaining hours.

(e) Shift and Weekend Premium

Shift Premium

In reference to Article 14.10, an evening shift shall be all hours worked between 1500 and 2300 hours, and a night shift shall be all hours worked between 2300 and 0700 hours.

Weekend Premium

In reference to Article 14.15, weekend premium will be paid for each hour worked between 2300 hours Friday and 2300 hours Sunday.

(f) Relief Periods

i) Relief periods as referred to in Article 13.01 (b) may be combined into one (1) relief period subject to the Clinical Director's or designate approval. Meal and relief periods cannot be used to shorten the length of the shift.

ii) The scheduling of unpaid meal periods and paid relief periods as referred to in Article 13.01 (a) and (b) respectively shall be in accordance with the Unit's assignment and shall be paid in one of two methods.

Option A:

1<sup>st</sup> fifteen (15) minute break – paid, 1<sup>st</sup> thirty (30) minute break – unpaid, 2<sup>nd</sup> fifteen (15) minute break – paid, 2<sup>nd</sup> thirty (30) minute break – half paid, half unpaid; or

NOTE: Scheduled breaks for 7.5 hour tours ends after the 2<sup>nd</sup> fifteen (15) minute break.

Option B:

1<sup>st</sup> thirty (30) minute break – paid, 2<sup>nd</sup> thirty (30) minute break – unpaid, 3<sup>rd</sup> thirty (30) minute break – half paid, half unpaid.

NOTE: Scheduled breaks for 7.5 hour tours ends after the 2<sup>nd</sup> thirty (30) minute break.

Option C:

Two (2) forty-five (45) minute breaks – 1<sup>st</sup> forty-five (45) minute break – unpaid, 2<sup>nd</sup> forty-five (45) minute break – paid.

iii) For the purposes of payment as referred to in Article 13.01 (d), the unpaid meal period on the night tour shall be scheduled between 2300 – 0400 hours.

- iv) Employees who are prevented from leaving the Hospital building during unpaid meal periods, in order to respond to emergency codes, will be paid at regular straight time hourly rate.
- v) Should an employee be recalled to duty during her/his meal time, additional time off shall be provided later in the tour. Employees who carry a CODE beeper will not be required to carry the beeper during their break times.

- (g) Applies to all Scheduling Models

#### Holiday Season Scheduling

The Hospital will endeavour to follow the master rotation. The scheduling regulations may be adjusted by the Hospital between December 15<sup>th</sup> and January 10<sup>th</sup> to facilitate time off at either Christmas or New Year's. The Hospital will endeavour to provide six (6) consecutive days but not less than four (4) consecutive days off at either Christmas or New Year's. Time off at Christmas will include December 24<sup>th</sup>, 25<sup>th</sup>, and 26<sup>th</sup> and time off at New Year's shall include December 31<sup>st</sup> and January 1<sup>st</sup>.

The above shall not apply to any area where employees normally work Monday to Friday and/or are not normally scheduled to work on Christmas Day, Boxing Day and New Year's Day, unless operationally feasible. In addition, weekend workers will be required to work as per their regular schedule.

Employees may be required to work either the Christmas December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup>, or New Year's period December 31, and January 1<sup>st</sup>, on alternate years and shifts, as required by the Hospital. Job share lines will only be required to work either Christmas December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup> or New Year's December 31, and January 1<sup>st</sup>, and the partners shall determine how this obligation will be fulfilled. If the job share partners are unable to agree on which portion they will work, the Hospital shall schedule such work and the job sharer shall work in accordance with the posted schedule. Any changes made after the schedule has been posted must be arranged as per the Collective Agreement.

Requests for a preferred period of time off must be submitted by the employee to the manager by October 1st of each year. Requests will be approved on the basis of seniority, where there is a conflict. The Holiday schedule will be posted by November 1<sup>st</sup>.

If it is operationally possible to schedule employees to have both Christmas and New Year's periods off, this will be scheduled on a rotational basis starting with the most senior (full and part-time staff) who has never had both off in a working year and who makes this request in writing.

Where a patient care area has self-scheduling, the above provisions apply. Where employees schedule themselves to work part of either the Christmas or New Year's period, they must identify which holiday, as per paragraph 1 above, they have worked. If the schedule is incomplete for required unit coverage, the manager may schedule in accordance with these provisions.

At the request of the employee the consecutive days off as noted above may be scheduled during the period of December 1<sup>st</sup> to January 10<sup>th</sup> to facilitate their cultural preferences.

(h) Permanent Tours

- i) Consideration will be given by the Hospital to an employee who requests to work evening or night shifts on a permanent basis. The request and the Hospital's response will be in writing.

Termination of this arrangement, by either the Hospital or employee, can occur with notice of two weeks plus one complete scheduling period.

- ii) An employee scheduled to work steady night tours shall have her weekend off scheduled on a Friday and Saturday.
- iii) It is understood that an employee working permanent evening or night tours may be scheduled by the Hospital to the day tour for three (3) shifts each quarter.

(i) Banking of Premium Pay

In accordance with Article 14.09 of the Collective Agreement, where the full-time or part-time employee chooses equivalent time off for time worked, such time off shall be taken within the fiscal year at a mutually agreeable time. At no time will the employee accumulate more than thirty-seven point five (37.5) hours of equivalent time off. If the employee is unable to schedule the time off by the end of the fiscal year, the employee will be paid for all hours owing.

In addition, for employees working on units anticipated to have scheduled temporary closures or slowdowns during the fiscal year, equivalent time off shall be taken at a mutually agreeable time before the end of the fiscal year. If the employee is unable to schedule the time off by the end of the fiscal year, the employee will be paid for all hours owing. It is understood, that full-time may bank up to seventy-five (75) hours and part-time employees up to thirty-seven and a half (37.5) hours.

In addition, a part-time employee may only bank and utilize the above noted time within their home program; and banked time is paid out prior to full-time and part-time employees transferring to another program.

(j) Voting Procedure – Scheduling Model

- i) Where the employees' wish to change the unit's scheduling model they will approach the unit manager. If the manager agrees to implement the proposed scheduling model a vote will proceed. It is understood that such agreement by the Hospital shall not be withheld in an unreasonable or arbitrary manner. The voting procedure (with the exception of self scheduling) will be as follows:

- a) A combined sixty percent (60%) of all full-time and regular part-time (including job sharers) employees permanently assigned to such units so indicate by secret ballot; and,
  - b) The secret ballot vote will be conducted, at no cost to the Hospital, by the Union. The Union will post the result of the vote.
- ii) The secret ballot referred to above shall not take place unless six (6) months has elapsed from the day of any previous vote.
- iii) A schedule may be discontinued or changed in any unit when:
- a) Sixty percent (60%) of all full-time and regular part-time employees (including job sharers) permanently assigned to such unit so indicate by secret ballot; or
  - b) The Hospital determines that the schedule:
    - A) Causes adverse effects on patient care; or
    - B) Results in the inability to provide a workable staffing schedule; or
    - C) Results in other undesirable outcomes that are neither unreasonable nor arbitrary.
- iv) If a schedule in a unit is discontinued in accordance with (c) above, it is agreed that:
- a) The parties shall meet within two (2) weeks of the decision to discontinue the schedule in such unit to review the decision: and,
  - b) The affected unit shall be given sixty (60) days notice before the scheduling model is amended.

#### Voting Procedure – Master Schedules

- i) Changes to the Master Schedules for any unit shall be discussed at the Hospital-Union Committee or the scheduling sub-committee.

The affected unit shall be given forty-five (45) days notice before the master schedule is amended.

Within that time period, when there are options for such master schedules the employees affected will then choose the preferred schedule by a majority vote of full and regular part time employees permanently assigned to such unit. Where the vote is between an existing schedule and an alternative, there must be a minimum of 60% of votes for the alternative to be implemented. The vote shall be conducted as in Voting Procedures above.

All schedules shall be approved by the Scheduling Committee. There shall be no more than two schedules for the final vote.

- ii) The secret ballot referred to above shall not take place unless six (6) months has elapsed from the day of any previous vote.
- iii) Employees shall choose their preferred lines according to seniority on the master schedule.

NOTE: The original incumbent job sharer or the most senior job sharer if there is no original incumbent shall choose the preferred line on the new master schedule according to the employee's seniority.

NOTE: For clarity, the notice periods specified above begins with written notice by FAX or e-mail to the bargaining unit president or designate following discussion between the parties and is co-incident with formal discussions with all staff on the affected unit(s).

G-3

Full Time and Part Time – 7.5 Hour Scheduling Model

- (a) Scheduling may provide for more than five (5) consecutive days of work but not more than seven (7) consecutive days of work without days off as long as four (4) days off are scheduled each fourteen (14) days. In any two (2) week period, at least two (2) consecutive days off must be scheduled. The remaining two (2) days may be split. Split tours will not be scheduled.
- (b) When employees are shifting from a night tour to a day or evening tour, employees will have a period of forty-eight (48) consecutive hours off following the completion of a night tour when changing to the day or evening tour. Paid holidays or days in lieu thereof shall not be used to change tours.

Employees will have a period of fifteen (15) consecutive hours off between scheduled tours.

A shorter period of time between changes of tours may be scheduled by mutual consent.

When an employee is obligated by the Hospital to work with less than fifteen (15) consecutive hours off or forty-eight (48) consecutive hours off following the completion of a night tour when changing to the day or evening tour, the employee shall be paid in accordance with Article 14.03 for all hours worked on the next tour worked.

When an employee works overtime in conjunction with her/his full shift the above clause shall apply providing such overtime exceeds four (4) hours.

- (c) i) Full-time only

The Hospital will schedule employees off either two (2) out of four (4) weekends or every other weekend depending on the unit schedule. However, an employee will receive, as per Article 14.03, premium payment for all hours worked on a third (3<sup>rd</sup>) consecutive and subsequent weekend, save and except where:

- 1) such weekend has been worked by the employee to satisfy specific days off required by such employee; or
- 2) such weekend is worked as a result of an exchange of tours with another employee.

The parties agree that the acceptance of work on what would otherwise be a defined weekend off, of less than seven and one-half (7 ½) hours on that weekend, will not qualify the employee to consecutive weekend premium for subsequent weekend work.

Cancellation of the tour without proper notice, per Article 14.12, by the Hospital will entitle the employee to the above premium.

The parties agree that an employee must work a minimum of the full shift offered (at least 7.5 hours) on what would otherwise be defined as a weekend off in order to qualify the employee to consecutive weekend premium for subsequent weekend work.

ii) Part-time only

The Hospital will schedule employees off at least two (2) out of four (4) weekends in the scheduling period. The Hospital will not schedule an employee to work more than two (2) consecutive weekends regardless of scheduling period. However, an employee will receive, as per Article 14.03, premium payment for all hours worked on the third (3<sup>rd</sup>) consecutive and subsequent weekend, save and except where:

- 1) such weekend has been worked by the employee to satisfy specific days off required by such employee; or
- 2) such weekend is worked as a result of an exchange of tours with another employee; or
- 3) such employee has requested weekend work only.

The parties agree that the acceptance of work on what would otherwise be a defined weekend off, of less than seven and one-half (7 ½) hours on that weekend, will not qualify the employee to consecutive weekend premium for subsequent weekend work.

Cancellation of the tour without proper notice, per Article 14.12, by the Hospital will entitle the employee to the above premium.

The parties agree that an employee must work a minimum of the full shift offered (at least 7.5 hours) on what would otherwise be defined as a weekend off in order to qualify the employee to consecutive weekend premium for subsequent weekend work.

- (d) A weekend shall be defined as any period of at least fifty-six (56) consecutive hours off work during the period following the completion of the Friday day or evening tour until the commencement of the Monday

day tour. Employees who are scheduled the weekend off will not be scheduled to the Friday evening tour save and except employees who work permanent evening shifts.

Based on availability, an employee may be scheduled a Friday evening shift; or accept a Friday evening shift, and premium payment applicable to consecutive weekends worked will be waived for this purpose only.

(e) Full-time Only

Where the available shifts in a patient care area permit, the Hospital will endeavour not to schedule employees more than fifty percent (50%) of the time on evening and/or night tours.

G-4 Traditional 11.25 hours Scheduling Model

(a) i) Full-time only

The Hospital will schedule employees off either two (2) out of four (4) weekends or every other weekend depending on the unit schedule. However, an employee will receive, as per Article 14.03, premium payment for all hours worked on a third (3<sup>rd</sup>) consecutive and subsequent weekend, save and except where:

- 1) such weekend has been worked by the employee to satisfy specific days off required by such employee; or
- 2) such weekend is worked as a result of an exchange of tours with another employee.

For the purpose of this section, a weekend shall be defined as any period of at least fifty-six (56) consecutive hours off work that includes Saturday and Sunday and commences no later than the completion of the Friday day or evening tour.

The parties agree that the acceptance of work on what would otherwise be a defined weekend off, of less than seven and one-half (7 ½) hours on that weekend, will not qualify the employee to consecutive weekend premium for subsequent weekend work.

Cancellation of the tour without proper notice, per Article 14.12, by the Hospital will entitle the employee to the above premium.

The parties agree that an employee must work a minimum of the full shift offered (at least 7.5 hours) on what would otherwise be defined as a weekend off in order to qualify the employee to consecutive weekend premium for subsequent weekend work.

ii) Part-time only

The Hospital will schedule employees off at least two (2) out of four (4) weekends in the scheduling period. The Hospital will not schedule an employee to work more than two (2) consecutive weekends regardless of scheduling period. However, an employee will receive, as per Article 14.03, premium payment for

all hours worked on the third (3<sup>rd</sup>) consecutive and subsequent weekend, save and except where:

- 1) such weekend has been worked by the employee to satisfy specific days off required by such employee; or
- 2) such weekend is worked as a result of an exchange of tours with another employee; or
- 3) such employee has requested weekend work only.

For the purpose of this section, a weekend shall be defined as any period of at least fifty-six (56) consecutive hours off work that includes Saturday and Sunday and commences no later than the completion of the Friday day or evening tour.

The parties agree that the acceptance of work on what would otherwise be a defined weekend off, of less than seven and one-half (7 ½) hours on that weekend, will not qualify the employee to consecutive weekend premium for subsequent weekend work.

Cancellation of the tour without proper notice, per Article 14.12, by the Hospital will entitle the employee to the above premium.

The parties agree that an employee must work a minimum of the full shift offered (at least 7.5 hours) on what would otherwise be defined as a weekend off in order to qualify the employee to consecutive weekend premium for subsequent weekend work.

- (b) No more than three (3) consecutive extended tours will be scheduled without a day off. Premium will be paid as per Article 14.03, for all hours worked on the fourth (4<sup>th</sup>) and subsequent extended tours save and except where:
- i) the tour is worked to satisfy specific days off requested by the employee; or
  - ii) the shift is worked as a result of an exchange of tours with another employee.
- (c) For Traditional Schedule (with one week in six scheduled off)  
A full time employee will be scheduled only extended tours, to a total of two hundred and twenty five (225) hours over the six (6) week schedule. It is understood that this is the equivalent of seventy five (75) hours every two (2) weeks over the length of the schedule and that this will result in uneven bi-weekly pays. The master schedule provides employees with one period of seven (7) consecutive days without a scheduled shift, inclusive of their paid holiday lieu day. For clarity, 7.5 hours lieu days will be scheduled as part of the master rotation. In order to maintain full time hours (1950 per year), the employee will request either lieu time or vacation for the remaining 3.75 hours.

4 on 5 Off Scheduling Model

- (a) An employee working the 4 on 5 off eleven point two five (11.25) hours extended tour schedule shall receive three (3) weekends off in a nine (9) week schedule. Once an employee has worked six (6) weekends in a nine (9) week schedule, all hours worked on subsequent weekends in that nine (9) week schedule will be paid at premium as per Article 14.03., save and except where:
- i) The weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - ii) The weekend is worked as a result of an exchange of tours with another employee.

For the purpose of this section, a weekend shall be defined as any period of at least fifty-six (56) consecutive hours off work that includes Saturday and Sunday and commences no later than the completion of the Friday day or evening tour.

The parties agree that the acceptance of work on what would otherwise be a defined weekend off, of less than seven and one-half (7 ½) hours on that weekend, will not qualify the employee to consecutive weekend premium for subsequent weekend work.

Cancellation of the tour without proper notice, per Article 14.12, by the Hospital will entitle the employee to the above premium.

The parties agree that an employee must work a minimum of the full shift offered (at least 7.5 hours) on what would otherwise be defined as a weekend off in order to qualify the employee to consecutive weekend premium for subsequent weekend work.

- (b) No more than four (4) consecutive extended shifts shall be scheduled. The four (4) consecutive shifts will consist of two (2) eleven and one-quarter (11.25) hour days immediately followed by two (2) consecutive eleven and one-quarter (11.25) hour nights followed by five (5) consecutive days off. Premium will be paid, as per Article 14.03, for a fifth (5<sup>th</sup>) tour and subsequent tours save and except where:
- i) The fifth (5<sup>th</sup>) extended tour is worked to satisfy specific requested days off requested by the employee; or,
  - ii) The fifth (5<sup>th</sup>) extended tour is the result of an exchange with another employee.
- (c) Notwithstanding the above, the parties agree that once each quarter of the year, each full-time line will be scheduled an additional required tour according to the needs of the nursing unit. The required tours assigned will be two (2) day tours and two (2) night tours, unless agreed otherwise by the employee. Such assignment will observe the normal scheduling guidelines in Article G-2 (a), including but not limited to, time off between tour changes and weekends off. Such assignments will be posted in accordance with Article G-2 (a) and will be brought to the attention of the employee by the posting of the schedule. This will include job share

lines. The assignment of required tours will not occur during the period from December 20<sup>th</sup> and January 5<sup>th</sup> and will not be assigned on a stat holiday unless otherwise agreed to by the employee. Employees who wish to utilize over time hours already in their lieu bank for these required tours shall be allowed to draw 11.25 hours and apply this to the required tour. Such request must be made two weeks prior to the posting of the schedule. In addition, an employee may apply their required tour to a short notice call in, however the normal scheduling guidelines noted above will be observed.

- (d) For Part Time Employees on a 4 on 5 off rotation:
  - (i) For part-time employees, any combination of four (4) consecutive extended tours must be followed by five (5) consecutive days off prior to returning to work a second (2<sup>nd</sup>) set of four (4) consecutive extended tours.
  - (ii) For part-time employees Article G-1 applies in regards to scheduling.
  - (iii) Based on availability, a part-time employee could be scheduled six (6) out of nine (9) weekends without consecutive weekend premium applying.

G-6 Self Scheduling Model

- (a)
  - i) Self-scheduling may be introduced into any unit when eighty percent (80%) of either the combined full-time and regular part-time employees (including job sharers), or regular part-time only (including job sharers), permanently assigned to the unit so indicate by secret ballot; and
  - ii) The Hospital agrees to allow self-scheduling on the unit. It is understood that such agreement by the Hospital shall not be withheld in an unreasonable or arbitrary manner.
  - iii) The secret ballot vote will be conducted, at no cost to the Hospital, by the Union. The Union will post the result of the vote.
- (b) The secret ballot referred to above shall not take place unless six (6) months has elapsed from the day of any previous vote.
- (c) Self-scheduling may be discontinued or changed in any unit when:
  - i) Sixty percent (60%) of either the combined full-time and regular part-time employees (including job sharers), or regular part-time only (including job sharers) permanently assigned to such unit so indicate by secret ballot; or
  - ii) The Hospital determines that the schedule:
    - a) Causes adverse effects on patient care; or
    - b) Results in the inability to provide a workable staffing schedule; or

- c) Results in other undesirable outcomes that are neither unreasonable nor arbitrary.
- (d) If a schedule in a unit is discontinued in accordance with (c) above, it is agreed that:
    - i) The parties shall meet within two (2) weeks of the decision to discontinue the schedule in such unit to review the decision; and,
    - ii) The affected unit shall be given sixty (60) days notice before the schedules are so amended.
  - (e) Self-scheduling will be introduced on a trial basis for a period of six (6) months. One month prior to the end of the trial, a second secret ballot vote will be conducted as per above. Where at least eighty percent (80%) of either the combined full-time and regular part-time employees (including job sharers) or regular part-time only (including job sharers) vote in favour and subject to (a) ii) above, self-scheduling arrangements will continue.
  - (f) It will be the responsibility of the participating employees to ensure that adequate staffing coverage is maintained, that all shifts are covered prior to the posting period and that obligations under the Collective Agreement will be met and no violations of the Collective Agreement occur. Vacant lines will not be available during self-scheduling and will be booked at a later date by the staffing clerk or the manager.
 

Specifically, where part time employees self schedule, full time employees will be required to submit all time off requests three (3) weeks prior to the posting of the schedule. Part time employees who do not attend the self scheduling meeting are required to submit their availability in writing in time for the meeting.
  - (g) The schedule will be completed at least two (2) weeks prior to the required posting period and subject to final approval of the Department Manager.
  - (h) Further staff availability may be submitted at the time the self-schedule is submitted to the Department Manager.
  - (i) The self-scheduling model of staffing will be based on the following principles:
    - a) There will be an equal distribution of work (i.e. number of tours, types of shifts and weekends).
    - b) During the months of July and August stretches of time off exceeding eight (8) calendar days off must be requested as a leave of absence or vacation, in writing, to the manager and subject to approval.
    - c) Staff may self-schedule to work two (2) out of four (4) weekends in accordance with the appropriate scheduling model with the exception of part-time employees working in a patient care area

where the full-time employees work a 4 on 5 off schedule, in which case part-time employees can work up to six (6) weekends in a nine (9) week scheduling period. The weekend shall be defined as per the appropriate scheduling model.

- d) There will be forty-eight (48) hours off when switching from shifts that end at 0700 to a day or evening tour.
- e) Based on the unit's scheduling model, staff may self-schedule a combination of 7.5 and 11.25 hour shifts if required.
- f) All full-time lines will have full-time hours in each scheduling period.
- (j) The parties agree that an employee must work a minimum of the full shift offered (at least 7.5 hours) on what would otherwise be defined as a weekend off in order to qualify the employee to consecutive weekend premium for subsequent weekend work.
- (k) The Collective Agreement shall apply in all respects. It is understood that no individual schedule will be implemented that contravenes any of the scheduling arrangements and other obligations set out in the Collective Agreement.

G-7

Hybrid Schedule

- (a) The Hybrid Schedule is defined as one that results in an employee working a combination of extended tours (11.25 hour tours), ten (10) hour tours and normal tours (7.5 hour tours) within the scheduling period.
- (b) i) Full-time only

The Hospital will schedule employees off either two (2) out of four (4) weekends or every other weekend depending on the unit schedule. However, an employee will receive, as per Article 14.03, premium payment for all hours worked on a third (3<sup>rd</sup>) consecutive and subsequent weekend, save and except where:

- 1) such weekend has been worked by the employee to satisfy specific days off required by such employee; or
- 2) such weekend is worked as a result of an exchange of tours with another employee.

For the purpose of this section, a weekend shall be defined as any period of at least fifty-six (56) consecutive hours off work that includes Saturday and Sunday and commences no later than the completion of the Friday day or evening tour.

The parties agree that the acceptance of work on what would otherwise be a defined weekend off, of less than seven and one-half (7 ½) hours on that weekend, will not qualify the employee to consecutive weekend premium for subsequent weekend work.

Cancellation of the tour without proper notice, per Article 14.12, by the Hospital will entitle the employee to the above premium.

The parties agree that an employee must work a minimum of the full shift offered (at least 7.5 hours) on what would otherwise be defined as a weekend off in order to qualify the employee to consecutive weekend premium for subsequent weekend work.

ii) Part-time only

The Hospital will schedule employees off at least two (2) out of four (4) weekends in the scheduling period. The Hospital will not schedule an employee to work more than two (2) consecutive weekends regardless of scheduling period. However, an employee will receive, as per Article 14.03, premium payment for all hours worked on the third (3<sup>rd</sup>) consecutive and subsequent weekend, save and except where:

- 1) such weekend has been worked by the employee to satisfy specific days off required by such employee; or
- 2) such weekend is worked as a result of an exchange of tours with another employee; or
- 3) such employee has requested weekend work only.

For the purpose of this section, a weekend shall be defined as any period of at least fifty-six (56) consecutive hours off work that includes Saturday and Sunday and commences no later than the completion of the Friday day or evening tour.

The parties agree that the acceptance of work on what would otherwise be a defined weekend off, of less than seven and one-half (7 ½) hours on that weekend, will not qualify the employee to consecutive weekend premium for subsequent weekend work.

Cancellation of the tour without proper notice, per Article 14.12, by the Hospital will entitle the employee to the above premium.

The parties agree that an employee must work a minimum of the full shift offered (at least 7.5 hours) on what would otherwise be defined as a weekend off in order to qualify the employee to consecutive weekend premium for subsequent weekend work.

(c) Employees will not be scheduled to work more than:

- i) three (3) extended tours, or
- ii) seven (7) normal (7.5 hours) tours or tours of less than 7.5 hours, or
- ii) four (4) tours of a combination of normal and extended tours
- iv) four (4) ten hour tours

without a day off. Should an employee work more than what is outlined above, she/he shall receive premium payment as per Article 14.03 for all hours worked on subsequent shifts except where:

- i) the extra shift is worked by the employee to satisfy specific requested days off; and,
- ii) the extra shift is worked as a result of an exchange of tours with another employee.

(d) Full-time only

Employees shall not be scheduled for single days off more than once in a pay period.

G-8

Ten Hour Tours

- (a) For employees working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty-seven and one-half (37½) minutes unpaid meal time.
- (b) Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37 ½) minutes paid.
- (c) Employees will have a period of twelve (12) consecutive hours off between scheduled shifts.
- (d) No more than for (4) consecutive tours will be scheduled without a day off. Premium will be paid in accordance with Article 14.03 for all hours worked on the fifth (5<sup>th</sup>) and subsequent tours until time off is scheduled save and except where:
  - i) the tour is worked to satisfy specific days off requested by the employee, or
  - ii) the tour is worked as a result of an exchange of tours with another employee.
- (e) i) Full-time only

The Hospital will schedule employees off either two (2) out of four (4) weekends or every other weekend depending on the unit schedule. However, an employee will receive, as per Article 14.03, premium payment for all hours worked on a third (3<sup>rd</sup>) consecutive and subsequent weekend, save and except where:

- 1) such weekend has been worked by the employee to satisfy specific days off required by such employee; or
- 2) such weekend is worked as a result of an exchange of tours with another employee.

For the purpose of this section, a weekend shall be defined as any period of at least fifty-six (56) consecutive hours off work that

includes Saturday and Sunday and commences no later than the completion of the Friday day or evening tour.

The parties agree that the acceptance of work on what would otherwise be a defined weekend off, of less than seven and one-half (7 ½) hours on that weekend, will not qualify the employee to consecutive weekend premium for subsequent weekend work.

Cancellation of the tour without proper notice, per Article 14.12, by the Hospital will entitle the employee to the above premium.

The parties agree that an employee must work a minimum of the full shift offered (at least 7.5 hours) on what would otherwise be defined as a weekend off in order to qualify the employee to consecutive weekend premium for subsequent weekend work.

ii) Part-time only

The Hospital will schedule employees off at least two (2) out of four (4) weekends in the scheduling period. The Hospital will not schedule an employee to work more than two (2) consecutive weekends regardless of scheduling period. However, an employee will receive, as per Article 14.03, premium payment for all hours worked on the third (3<sup>rd</sup>) consecutive and subsequent weekend, save and except where:

- 1) such weekend has been worked by the employee to satisfy specific days off required by such employee; or
- 2) such weekend is worked as a result of an exchange of tours with another employee; or
- 3) such employee has requested weekend work only.

For the purpose of this section, a weekend shall be defined as any period of at least fifty-six (56) consecutive hours off work that includes Saturday and Sunday and commences no later than the completion of the Friday day or evening tour.

The parties agree that the acceptance of work on what would otherwise be a defined weekend off, of less than seven and one-half (7 ½) hours on that weekend, will not qualify the employee to consecutive weekend premium for subsequent weekend work.

Cancellation of the tour without proper notice, per Article 14.12, by the Hospital will entitle the employee to the above premium.

The parties agree that an employee must work a minimum of the full shift offered (at least 7.5 hours) on what would otherwise be defined as a weekend off in order to qualify the employee to consecutive weekend premium for subsequent weekend work.

G-9

Part –Time Only – Tours of Less than 7.5 Hour

Where tours of less than seven and one-half (7.5) hours are required, Article G in it's entirely applies except as amended by the following:

- (a) The Hospital will endeavour to keep the number of tour of less than seven and one-half (7.5) hours to a minimum.
- (b) There shall be an equitable distribution of such tours among the regular part-time employees in each unit except where an employee requests to work exclusively tours of less than seven and one-half (7.5) hours and the manager and sixty percent (60%) of regular part-time employees in the patient care area agree.
- (c) Employees working less than seven and one-half (7.5) hour tours shall be granted the appropriate paid rest period(s).
- (d) For employees working tours of duty of less than seven and one-half (7.5) hours, no more than seven (7) shifts in a row shall be scheduled. If an employee is required to work on a eighth (8<sup>th</sup>) consecutive and subsequent tour, then she/he will receive premium payment for each shift so worked until a day off is scheduled.
- (e) All hours worked on tours less than seven and one-half (7.5) hours shall be counted towards an employee fulfilling their commitment.
- (f) For clarity, the relief periods will be as follows for tours of less than 7.5 hours:  
 Four (4) hour tour – 15 minutes  
 Five (5) hour tour (4.75 hours paid tour) – 15 minutes paid and 15 minutes unpaid  
 Six (6) hour tour (5.5 hours paid tour – 30 minutes unpaid meal and 15 minutes paid.

G-10

Standby

- (a) The Hospital will notify the Bargaining Unit President prior to initiating permanent standby assignments on an unit.
- (b) Full-time and regular part-time (including job share) employees may self schedule standby in an equitable manner according to the needs of the Unit. Where the needs of the Unit have not been met with the self-scheduling, the Clinical Director will schedule standby in an equitable manner in accordance with the language below.
- (c) Standby assignments shall be posted at the same time as the tour of duty schedules. Changes to the posted standby schedule will be brought to the personal attention of the employee at least forty-eight (48) hours in advance of the change. Employees shall be permitted to exchange their standby assignments.
- (d) A full-time employee will not be scheduled for standby on a scheduled day off unless mutually agreed between the employee and the Hospital. Employees will not be scheduled for standby when on vacation.

- (e) Employees with permanent standby assignment will be provided a beeper while on standby, if requested.
- (f) Standby will not be scheduled on a night before a scheduled day shift unless otherwise agreed to by the employee.
- (g) The parties agree to determine standby commitment on a unit-by-unit basis, and if necessary, will use the Scheduling Committee to vet changes to standby practices.
- (h)
  - i) The Hospital shall schedule such that no employee shall be required to undertake standby for longer than sixteen (16) consecutive hours or eight (8) consecutive hours where the employee is scheduled to work immediately prior or subsequent to the standby period.
  - ii) Employees will not be scheduled to standby immediately prior to or subsequent to an eleven point two five (11.25) hour tour.

G-11 Reassignment of Staff in Accordance with 10.07

Where the Hospital determines that an employee must be reassigned for a partial or single shift, the following will apply:

- (a) Employees working on the unit on the shift will be asked for a volunteer to be reassigned and the most senior volunteer will be reassigned.
- (b) Where there are no volunteers, the least senior casual employee working on the unit on the shift will be reassigned.
- (c) Where there are no casual employees, the least senior regular part-time employee working on the unit on the shift will be reassigned.
- (d) Where there are no regular part-time, the least senior full-time employee working on the unit on the shift will be reassigned.

The above procedure is subject to ensuring that the employees remaining on the unit are qualified to perform the available work. The Hospital will, in consultation with the employee, make the determination of whether or not the employee to be reassigned is qualified for the assignment. If the least senior employee has been re-assigned in the preceding six (6) weeks, the next least senior employee will be re-assigned, subject to the latter. For clarity, nursing units are required to keep a log of the re-assignment activity for this purpose.

**ARTICLE H – PAID HOLIDAYS**

H-1 In reference to Article 15.01 (full-time) or 15.08 (part-time), the twelve (12) Paid Holidays are as follows:

New Year's Day	Civic Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day – July 1	Boxing Day

- H-2 For the purposes of this Article, a paid holiday shall consist of twenty-four (24) hours, commencing at 2300 hours on the day prior to the day on which the paid holiday is recognized.
- H-3 If any of the above holidays is proclaimed on a day other than the traditional calendar day, the proclaimed day shall be substituted for the traditional calendar day.
- H-4 Full-Time Only (Applies to 7.5 hour scheduling model, hybrid schedule, and ten hour tours)
- (a) In reference to Articles 15.04 and 15.05, a lieu day off shall be scheduled within sixty (60) days following such paid holiday at a time mutually agreed upon, or the employee may bank up to five (5) lieu days to be used for personal emergencies between January 2nd and December 15th of each year. Christmas Day, Boxing Day and New Years Day may not be banked.
- In order to use the above options the employee must:
- i) Request the lieu day for a specific time or give notice to bank the lieu day two (2) weeks prior to the posting of the schedule;
  - ii) If no request is received under (a), the Hospital may schedule the lieu day.
  - iii) Requests for specific lieu days shall be requested two (2) weeks prior to the time so requested. However, urgent or emergency requests for time off due to family illness, health related appointments or bereavement not covered by the Collective Agreement or family problems may be requested after the schedule is posted.
- (b) Notwithstanding H-4 (a), employees working the traditional 11.25 hour extended tour schedule, lieu days will be scheduled as part of the master rotation. However, an employee may request in writing, two (2) weeks prior to the posting of the schedule an alternate lieu day off. Such requests shall not be unreasonably denied. For the traditional schedule (with one week in six scheduled off) please refer to G-4 (c).
- (c) Notwithstanding H-4 (a), full-time employees working the 4 on 5 off extended tour, a paid holiday lieu day shall be scheduled by the employee on an otherwise unscheduled day.
- H-5 Employees entitled to a paid holiday lieu day will receive seven and one-half hours paid and may use any combination of lieu time or vacation time to receive payment for the full tour off.
- H-6 Part-time Only
- The Hospital will endeavour, where possible, to schedule employees to work the holiday if scheduled to work the adjoining weekend subject to scheduling restrictions, master schedules and employee availability.

**ARTICLE I – VACATIONS**

- I-1 In reference to Article 16, the date for determining vacation entitlement shall be service as of June 30<sup>th</sup>.
- I-2 (a) Vacation earned for the vacation period ending June 30<sup>th</sup> of any year must be taken by June 30<sup>th</sup> of the subsequent year.
- (b) Vacation may be requested prior to June 30<sup>th</sup> in any year but must not exceed earned vacation to that date taken.
- (c) All vacation requests must be submitted to and approved by the manager.

I-3 Vacation Lists shall be posted by February 15<sup>th</sup> in each year. Vacation request lists will be posted in a two (2) tier process; 50% of the Employees who are most senior on each unit will have until March 15 to put in their requests; the remaining 50% of the Employees will then have until April 1 of each year to fill in their vacation requests. Vacation lists shall be withdrawn on April 1<sup>st</sup> and finalized vacation approvals will be posted no later than April 30<sup>th</sup>. Employees shall be given preference with respect to vacation period in accordance with seniority. Requests received after April 1 will be scheduled on a first come, first served basis. Vacation quotas will be determined on each unit, and will be reasonable. Employees may request all their annual vacation entitlement during the above noted time period.

Notwithstanding the above, vacation requests will be accepted two weeks prior to the posting of the schedule. Only under exceptional circumstances will vacation requests be considered after that period.

The Manager will respond with approval or denial of such requests, within two (2) weeks of receipt.

I-4 **Prime Time Vacation**

Prime Time Vacation will be identified for the purposes of Article I-4 as June 30 – September 15. The entire schedule for the Prime Time Vacation Period will be posted not later than May 15 of each year.

- (a) Vacation requests for Prime Time will be submitted as per Article I-3. Employees may choose to submit a first and second choice for Prime Time Vacation requests, however it is understood that seniority will be the deciding factor, specifically where there is a conflict, senior Employees will be granted their first choice prior to Employees junior to them.
- (b) Employees who have one (1) to twelve (12) years of service may be granted no more than two (2) weeks vacation during the Prime Time Vacation Period.
- (c) Employees who have thirteen (13) to twenty-seven (27) years of service may be granted no more than three (3) weeks vacation during the Prime Time Vacation Period.

- (d) Employees who have more than twenty-seven (27) years of service may be granted no more than four (4) weeks vacation during the Prime Time Vacation Period.
- (e) Vacation requests for full weeks will have precedence over less than full week requests during Prime Time, provided they are submitted in accordance with Article I.
- (f) For Prime Time Vacation requests one (1) week will be defined as Monday through Sunday.

- I-5 Additional vacation requests will be considered, only after all Employees have had their Prime Time Vacation Requests submitted in accordance with I-3, and Prime Time Vacation requests have been approved. Approval of such requests will not be unreasonably denied.
- I-6 Once schedules are posted, if an employee no longer desires their requested approved vacation, they may make themselves available to pick up tours. Such employees will be called last for any tours; after all other available employees have been offered such tours, i.e. prior to premium calls.

## **ARTICLE J – MISCELLANEOUS**

- J-1 The Hospital shall provide four (4) bulletin boards at each site (KW and Freeport) for the use of the Union. One bulletin board will be provided at each of the Guelph dialysis satellite, 850 King Street and the Hazelglen site in Cambridge. Relocation of bulletin boards will be discussed at Hospital-Association Committee.

- J-2 In reference to Article 11.11 (c) Prepaid Leave Plan, a total of ten (10) employees (full-time or part-time) may be absent at any one time.

- J-3 Travel between Hospital Sites

Where the hospital requires the employees to travel between Hospital Sites during their shift, they may choose to take a taxicab or their own automobile. The parties further agree that the hospital should not be responsible for reimbursing an employee for expenses incurred by her when she travels from one hospital to the other to fulfill duties on behalf of the Union.

Where employees choose to take a taxicab, they will be provided with a taxi voucher at no cost to themselves.

Where employees choose to use their own automobile, they will be reimbursed as per Article 14.13.

- J-4 Employees who have paid for parking at one site, will not be required to pay for parking at alternative sites. Should this occur, the employee will be reimbursed any out of pocket parking expenses.

- J-5 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate, who was interviewed for a specific posting, will be contacted, within one (1) week of the acceptance of the

position by the successful candidate and prior to the posting of the name of the successful candidate. All other applicants will be advised as per current practice, such practice will be discussed at Labour Management Meetings on an ad hoc basis.

J-6 Union Matters

The Bargaining Unit President shall have the option of being scheduled only on the day tour except where such request would result in an inability to provide a workable staffing schedule within a specific unit. Such request shall not be unreasonably denied.

The employer shall provide an office in the hospital for the sole use of the Union executive.

The employer shall provide a voice mail system for the Bargaining Unit President.

J-7 Re: Electronic Grievance

1. The parties agree to use the electronic version of the O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement.
2. The parties agree that hard copies of the electronic form are valid for purposes of Article (7 and/or 8) of the Hospital Central Agreement.
3. The union undertakes to get a copy of the electronic version signed by the grievor and/or complainant, if the grievance goes beyond step 2 of the grievance process as outlined in the central collective agreement.
4. The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

**ARTICLE K – RETIREMENT****K-1            Retiree Benefits – Process for payment**

- (a) It is understood and agreed that the following shall apply:
- i) To be eligible for retiree benefits the retiree must have been a participant in the Hospital benefit plans as outlined in Article 17.01 (h) for a period of twelve (12) months prior to making application for retiree benefits.
  - ii) Dependent coverage shall be those dependents that were covered for the period as in (i) above and no dependants may be added following the nurse's last day of work.
  - iii) The benefit plan(s) applicable to the retiree shall be those in place at the Hospital at the time of application.
  - iv) In the event that plan design should change the retiree benefits shall remain consistent with those plans in effect for full time members of the ONA bargaining unit.
  - v) A retiree's participation and coverage is subject to the terms and conditions of the plan and changes thereof.
  - vi) The retiree shall be billed and provide advance payment for the full amount of the premiums on a monthly basis. The application for retiree benefits shall be accompanied by a "void" cheque to be used as direct withdrawal for the monthly payment. The Hospital shall notify the nurse of any increase in the premiums and the retiree shall remit payment for any increase in a timely fashion and amend any payments as necessary.
  - vii) In the event that the retiree wishes to terminate coverage, the retiree shall provide three (3) months notice in writing to the Hospital. The retiree may not rejoin the plan once coverage has been terminated.
- (b) Any and all coverage shall cease immediately upon the occurrence of any of the following:
- i) Any quarterly payment is missed or a cheque is returned to the Hospital.
  - ii) Failure to remit payment in respect of any increase in premiums within 30 days of being notified by the Hospital of the increased rate.
  - iii) The death of the retiree.
  - iv) The retiree's 65<sup>th</sup> birthday.
  - v) The closure of the Hospital.

- (c) Once coverage is terminated for any reason, the Hospital is under no further obligation to offer coverage to the retiree.
- (d) The Hospital will notify the Union of the benefit costs to retired employees in April of each year, or on the annual renewal date.

#### **ARTICLE L – WORKERS’ SAFETY AND INSURANCE BOARD**

- L-1
- (a)
    - (i) The Hospital agrees to provide the Union with a copy of the Workplace Safety and Insurance Board’s Form #7 (Employer’s Report of Accidental Injury or Industrial Disease) at the same time it is sent to the Board.
    - (ii) When it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability, the Hospital will notify and meet with the Bargaining Unit President or designate and the employee to discuss the circumstances surrounding the possibility of modified and/or accommodated work.
  - (b) Transitional Work Programs
    - (i) The Hospital and the Union recognize the purpose of transitional work programs, is to provide fair and consistent practices for accommodating employees who have been ill, injured or permanently disabled, to enable their early and safe return to work.
 

*The parties understand their obligations in accordance with the Ontario Human Rights Code and the Workplace Safety and Insurance Act.*
    - (ii) The Employer agrees that a joint accommodation committee consisting of an equal number of Union and management representatives will facilitate any accommodation of disabled employees. Time spent by the employee’s representative will be compensated at regular straight time hourly rates. All employees accessing the Transitional Work Program will be informed of such committee and their right to union representation at any such meetings to discuss their Return to Work Program, by the employer, prior to the employer meeting with them at the first Return to Work/Transitional Work meeting.
- L-2
- (a) The Hospital will notify the Bargaining Unit President of the names of all bargaining unit members who have reached fifteen (15) weeks off work as a result of any illness or injury.
  - (b) The Hospital will notify the Bargaining Unit President of the names of all bargaining unit members who go off work due to a work related injury or when off work on LTD, by the thirtieth (30<sup>th</sup>) of every month.

**ARTICLE M– VIOLENCE IN THE WORKPLACE**

- M-1 (a) Violence shall be defined as any incident in which an employee is abused, threatened or assaulted during the course of their employment. The Hospital agrees that these incidents will not be condoned in the workplace. Any employee who believes their situation was abusive shall report this to their immediate supervisor who will make every reasonable effort to rectify the situation.
- (b) The parties agree that if incidents involving an aggressive patient or visitor occurs, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Hospital will follow to address the legitimate health and safety concerns of the nurses presented in that forum.

The parties further agree that suitable subjects for discussion at the Hospital Association Committee will include aggressive patients.

- (c) Within three (3) days of being notified that an employee has been assaulted while performing their work, the Occupational Health and Safety Department shall notify the Bargaining Unit President or designate, in writing. The assaulted employee may choose to have their name remain confidential. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.
- (d) When an employee, in the exercise of their functions, suffers damage to their personal belongings (clothing, watch, glasses, contact lenses or other prosthesis, etc.), the Hospital shall provide for replacement or repair at no cost to the employee.

The employee will endeavour to present their claim to the Hospital within seven (7) days after the event, unless it was impossible for them to do so during this period.

**ARTICLE N – GUIDELINES FOR REPORTING SICK TIME****Reporting Off Duty**

- N-1 (a) When reporting off ill, notify the designated area.
- (b) For the evening or night tour of duty – the employee shall endeavour to contact the designated area four (4) hours in advance.
- (c) For employees whose day tour of duty commences on or prior to 1200 hours – The employee will endeavour to contact the designated area two (2) hours in advance. However, for tours that begin at 0700 hours it is recognized that an employee may find upon waking that she/he is not fit to report for duty and they will endeavour to reach the designated area no less than 90 minutes in advance.

Returning to Work

N-2 In order to plan for appropriate patient care, the minimum reporting expectation is:

- (a) at least ten (10) hours before the commencement of the next scheduled day tour of the employee; and
- (b) at least six (6) hours before the evening or the night tour.

It is understood that the above process does not apply to absences that would require a return to work plan.

**ARTICLE O – JOB SHARING**

Recognizing that some employees desire a more flexible working arrangement than is currently provided for in the Collective Agreement, the parties agree to the following terms and conditions and scheduling regulations for Job Sharing.

- O-1 All such positions shall be considered Full-Time.
- O-2 Job sharers shall be treated as regular Part-Time employees for all purposes, with the exception of part-time scheduling language.
- O-3 Posted schedules for job-sharing will be identical to the rotation for the full-time line that they share and subject to the full-time scheduling language.
- O-4 The total number of employees allowed to job share will be up to a maximum of seventy (70) positions. If expansion of the maximum number of job-shared positions is desired by either party, such will be done so by mutual agreement of the parties. Individuals who are presently working full-time and wish to make application to job share shall do so to their Manager. The applicant's portion of the position will not be posted but the remainder of the original position shall be posted as per the Central Collective Agreement.
- O-5 If more employees in an area make application to job share in that area than is acceptable to the Hospital, the decision of which jobs is (are) to be shared shall be based on seniority.
- O-6 The selection process for applicants to the posted position shall be in accordance with the Central Collective Agreement.
- O-7 If one of the job sharers terminates their position or transfers to a different position, the posting of such vacancy will be as per the Central Collective Agreement.  
  
If a full-time position which is job shared reverts to a non-shared full-time position, then the job sharing employee, if she/he wishes a full-time position, must make application for that full-time position as per the Central Collective Agreement unless she/he was the incumbent of that original full-time position and it shall not be posted.
- O-8 Job sharers will have the option of determining between themselves which portion of the rotation they will work; however, this determination must be made

before the schedule is posted and each job sharer will be required to work a minimum of one shift per month except during vacation time. If the job sharers are unable to agree on which portion they will work, the Hospital shall schedule such work and the job sharers shall work in accordance with the posted schedule. Any changes made after the schedule has been posted must be arranged as per the Collective Agreement.

- O-9
- (a) Job sharers shall be required to cover for each other's vacation except in an emergency situation. Where job sharers cover for each other's vacation, the vacation approval shall not count in the unit vacation quota.
  - (b) Job sharers shall be offered their partner's incidental illness days, sick leave and any other leave of absence. If the partner is unable to be contacted or cannot work, the Employer will schedule such hours in accordance with the Collective Agreement.
  - (c) The job sharers shall have the option of exchanging shifts with other full-time and part-time employees in accordance with the Collective Agreement.

O-10 Discontinuation

The Union or the Hospital 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. If the decision to discontinue the Job Sharing arrangement is upheld, then the full-time position shall be offered to the original owner of the full-time position, if any, prior to it being posted as a full-time position as per Article 10.07. Either job sharer partner is entitled to all provisions under article 10, should the job share be discontinued.

- O-12
- Job sharers have the option to pick up additional tours, in accordance with their part-time seniority, once regular part-time have been offered tours up to their commitment.

**ARTICLE P – PAY**

- P-1
- (a) Pay cheques will be deposited directly to the bank of the employee's choice on a bi-weekly basis.
  - (b) Pay stubs will be available two (2) days prior to the regular pay day.
  - (c) The employer shall not make any unauthorized deductions without the employee's written consent.
  - (d) Any errors or omissions by the employer on an employee's pay cheque shall be reimbursed either by manual cheque within two (2) working days of notification to the Employer or by direct deposit within five (5) working days of notification to the Employer. It is the employee's responsibility to identify the preferred method of payment. Should the employee fail to identify a preference, the hospital will determine the appropriate method of payment.

- (e) Any staff on Short Term Disability or Leave of Absence, for which a pay stub is generated, in excess of four (4) weeks, shall have their pay stubs mailed to their home address on pay day, at their request. In the case of Pregnancy and Parental Leave, or other absence of known duration, the request may be made at the start of the absence.

DATED at Kitchener, Ontario this 3 day of November, 2011.

FOR THE HOSPITAL:

[Signature]  
[Signature]  
[Signature]

FOR THE UNION:

[Signature]  
[Signature]  
[Signature]

LETTER OF UNDERSTANDING

Between:

GRAND RIVER HOSPITAL CORPORATION  
(Hereinafter referred to as "the Hospital")

And:

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

Re: Uniform Allowance

The Hospital shall provide and launder scrubs at no cost to the employees in the following areas: OR, PACU, DELIVERY, ENDOSCOPY SUITE, INTERVENTIONAL SUITE, and GYNECOLOGICAL/SPECIALTY CLINIC.

Notwithstanding the above, the parties agree that throughout the lifetime of the Collective Agreement there will be discussion at the Hospital-Association Committee on the option of continuing to supply uniforms.

The parties agree that they may mutually agree during the lifetime of the Collective Agreement to alter the areas outlined above based on the options.

DATED at Kitchener, Ontario this 3 day of November, 2011.

FOR THE HOSPITAL:

[Signature]  
[Signature]  
[Signature]

FOR THE UNION:

[Signature]  
[Signature]  
[Signature]

**LETTER OF UNDERSTANDING**

Between:

**GRAND RIVER HOSPITAL CORPORATION**  
(Hereinafter referred to as "the Hospital")

And:

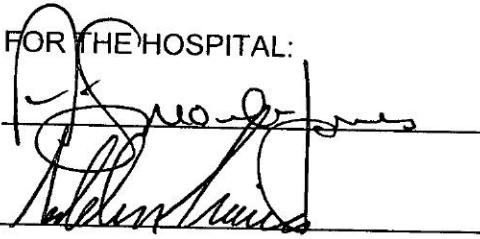

**ONTARIO NURSES' ASSOCIATION**  
(hereinafter referred to as "the Union")

RE: Harassment and Discrimination

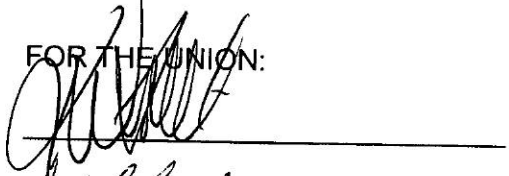

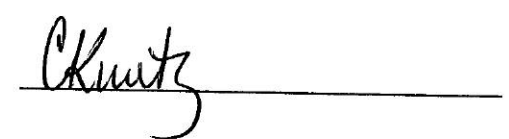
The Hospital and the Bargaining Unit shall establish a subcommittee, as may be required, of the Hospital-Association Committee to review the Hospital's Harassment and Discrimination Policies and Procedures in accordance with the Letter of Understanding attached to the Central Collective Agreement.

DATED at Kitchener, Ontario this 3 day of November, 2011.

FOR THE HOSPITAL:

  
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\_\_\_\_\_

FOR THE UNION:

  
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