

**LOCAL PROVISIONS**

Between:

**HALTON HEALTHCARE SERVICES**  
[hereinafter referred to as the "Hospital"]

And:

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

**Expiry Date: March 31, 2011**

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**APPENDIX 3**

**SALARY SCHEDULE**

**FULL-TIME & PART-TIME**

Classification - Registered Nurse

Articles 19.01(a) and (d) apply to nurses only

- 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:

	<u>Effective April 1, 2008</u>	<u>Efective 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, enroll 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

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	\$26.54	\$27.34	\$28.16
1 Year	\$26.94	\$27.75	\$28.52
2 Years	\$27.42	\$28.24	\$29.09
3 Years	\$28.83	\$29.69	\$30.58

##### Classification – Patient Flow Facilitator/Clinical Educator

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	\$36.05	\$37.13	\$38.24
1 Year	\$37.09	\$38.20	\$39.35
2 Years	\$37.62	\$38.75	\$39.91
3 Years	\$39.47	\$40.65	\$41.87
4 Years	\$41.31	\$42.55	\$43.83
5 Years	\$43.15	\$44.44	\$45.77
8 Years	\$43.25	\$44.55	\$45.89
25 Years	\$44.02	\$45.34	\$46.70

##### Classification – Diabetes/Asthma/Cardiac Rehab Patient Educator

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	\$28.74	\$29.60	\$30.49
1 Year	\$29.18	\$30.06	\$30.96
2 Years	\$29.55	\$30.44	\$31.35
3 Years	\$31.02	\$31.95	\$32.91
4 Years	\$32.45	\$33.42	\$34.42
5 Years	\$34.24	\$35.27	\$36.33
6 Years	\$36.12	\$37.20	\$38.32
7 Years	\$37.94	\$39.08	\$40.25
8 Years	\$40.66	\$41.88	\$43.14
25 Years	\$41.37	\$42.61	\$43.89

Classification – Lactation Consultant

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	\$33.28	\$34.28	\$35.31
1 Year	\$34.17	\$35.20	\$36.26
2 Years	\$34.59	\$35.63	\$36.70
3 Years	\$36.22	\$37.31	\$38.43
4 Years	\$37.84	\$38.98	\$40.15
5 Years	\$39.45	\$40.63	\$41.85
8 Years	\$39.56	\$40.75	\$41.97
25 Years	\$40.25	\$41.46	\$42.70

Resource Nurse

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	\$28.73	\$29.59	\$30.48
1 Year	\$29.17	\$30.05	\$30.95
2 Years	\$29.55	\$30.44	\$31.35
3 Years	\$31.03	\$31.96	\$32.92
4 Years	\$32.46	\$33.43	\$34.43
5 Years	\$34.25	\$35.28	\$36.34
6 Years	\$36.12	\$37.20	\$38.32
7 Years	\$37.94	\$39.08	\$40.25
8 Years	\$40.66	\$41.88	\$43.14
25 Years	\$41.37	\$42.61	\$43.89

## APPENDIX 4

### SUPERIOR CONDITIONS – FULL-TIME

#### ETOBICOKE GENERAL HOSPITAL

(Applies to all Employees as of April 1, 2000)

- Formerly Article 9.01: Written requests for personal/general leave(s) of absence without loss of seniority for good and sufficient cause shall be considered on an individual basis by the Vice-President of Patient Services or her/his designate.
- Formerly Article 9.04/9.05: The Employer will assume total responsibility for providing and funding a short term sick leave plan effective November 16, 1998, at least equivalent to that described in the 1980 HOODIP brochure.
- All existing Sick Leave Credits will be determined effective November 16, 1998.
- All full-time employees on staff effective November 16, 1998 will enter the Short Term Disability Plan at one hundred percent (100%) sick pay. Staff members hired or transferring to full-time subsequent to November 16, 1998 will be paid sick time in accordance with the provisions of the HOODIP plan.
- Formerly Article 12.02 (c): For the purposes of this Article, service for a Part-Time nurse will not date farther back than January 1, 1976.
- Formerly Article 13.03: Note: The existing Collective Agreement prior to March 16, 1993, contains provisions relating to payment to employees for holidays, whether worked or not, that exceed any payment required under the Employment Standards Act. Such provisions shall be continued. Payment of holiday pay under this Note applies only to employees presently enjoying such payment. Employees presently enjoying holiday pay pursuant to this note or otherwise as of March 16, 1993, will continue to enjoy such payment until they cease to be employed at the Hospital or until they transfer to a status to which this superior condition does not apply, whichever first occurs.
- Formerly Article 13.05: The following language applies only to part-time employees who were employed at Etobicoke General Hospital prior to March 16, 1993.
1. If a regular part-time employee does not work on any of the paid holidays as listed in Article 13.01 (a), she/he shall receive holiday pay if she/he works twelve (12) of the preceding twenty-eight (28) days.

2. If a casual part-time employee works twelve (12) of the preceding twenty-eight (28) days prior to any of the paid holidays as listed in Article 13.01 (a), and works on a paid holiday as listed in Article 13.01 (a), she/he shall be paid at the rate of double time and one-half (2½) her/his regular straight time hourly rate for all hours worked on such holiday.
3. If a casual part-time employee works on a paid holiday as listed in Article 13.01 (a) and has not worked twelve (12) of the preceding twenty-eight (28) days, she/he shall be paid at the rate of time and one-half (1½) her/his regular straight time hourly rate for all hours worked on such holiday.
4. If a casual part-time employee does not work on a paid holiday as listed in Article 13.01 (a), she/he shall be paid holiday pay if she/he works twelve (12) of the preceding twenty-eight (28) days.
5. For employees working the extended tours, the above days shall be pro rated into hours.

Formerly Article 21.02: When an employee is required to stand by on a paid holiday and is called in to work, she/he shall be paid at the rate of two (2) times her/his regular straight time hourly rate with a guaranteed minimum of four (4) hours at time and one-half (1½) her/his regular straight time hourly rate, whichever is greater.

Formerly Appendix 11.1: For the part-time employees, the percentage in lieu is currently built into the hourly rate.

Note: The application of this clause is subject to the outcome of a rights hearing.

Formerly L – 2: Education Allowance

The Hospital will pay monthly preparation premiums as below in addition to the salaries noted in Appendix 3, provided the qualifications are used in the performance of the employee's normal or assigned duties.

Assistant Manager  
& Clinical Nurse Educator

- |     |  |          |
|-----|--|----------|
| (a) | Post-graduate courses of three (3) months or more if related to Nursing and approved by the Manager; | \$15.00* |
| (b) | C.H.A. Nursing Unit Administration   | \$15.00  |
| (c) | A university course of one (1) year or more if related to Nursing and approved by the Manager;       | \$40.00  |

- (d) A Degree in Nursing and approved by the Manager. \$80.00

\*General staff employees shall also receive this premium if the course benefits are being utilized in their normal nursing duties.

**APPENDIX 5****LOCAL ISSUES****ARTICLE A - RECOGNITION**

- A - 1 The Hospital recognizes the Association as the sole bargaining agent of all Registered and Graduate nurses employed in a nursing capacity by Halton Healthcare Services at the Georgetown Hospital Site, Georgetown, Ontario save and except Managers, persons above the rank of Managers, Infection Control Practitioners, Occupational/Employee Health Nurses, Utilization Management Analysts, Community Treatment Order Coordinators, Discharge Planners, and Systems Analysts.

**ARTICLE B - MANAGEMENT RIGHTS**

- B - 1 The Association recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital. Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:
- (a) Maintain order, discipline and efficiency;
  - (b) Hire, discharge, direct, classify, transfer, promote, demote, lay-off, and suspend or otherwise discipline employees for cause provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged, suspended or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure. The right of a probationary employee to grieve shall be in accordance with Article 7.06.
  - (c) Establish and enforce reasonable rules and regulations to be observed by employees.
  - (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, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Hospital's operations.
- B - 2 These rights shall not be exercised in a manner inconsistent with the provisions of this Collective Agreement.

### **ARTICLE C - UNION REPRESENTATION**

- C - 1 The Hospital agrees to recognize a bargaining committee consisting of three (3) members including the Bargaining Unit President, one (1) full-time & one (1) part-time nurse who shall act as a committee on behalf of the Association, in negotiating the Collective Agreement, its modification or renewal with the Hospital.
- C - 2 There shall be up to five (5) union representatives. In the event of new units being created the number will be increased proportionately. In the event a Union Representative is not readily available in a designated area, a Union Representative from another area may substitute on a temporary basis.
- C - 3 During the orientation period, at the Georgetown Hospital site, an officer of the Association or Employee Representative shall be allowed a reasonable period of time to meet with such employees and to discuss the benefits and duties of Association membership and responsibilities to the Association and to the Hospital. The Union and the Hospital shall schedule such meetings at a mutually agreeable time.
- C - 4 The Hospital-Association Committee shall be composed of three (3) representatives of the Union (Bargaining Unit President and two other members of the Bargaining Unit) and representatives from the Hospital. Each party may have an alternate to replace a member. It is understood and agreed that rights matters that are more appropriately dealt with by the grievance procedure shall not be dealt with by this Committee.
- C - 5 There shall be a grievance Committee of up to three (3) employees. The Grievance Committee shall be composed of Bargaining Unit President, Grievance Chair and one Committee member.
- C - 6 The Hospital will endeavour to schedule the Bargaining Unit President on the day shift for the duration of his/her office. The Union acknowledges that the scheduling provisions may deem that this may not be practicably possible.
- C - 7 A scheduling committee will be struck on an "as needed" basis consisting of up to three (3) Bargaining Unit members and up to three (3) Hospital Representatives for the purpose of resolving identified scheduling issues and/or the development of master rotations.

### **ARTICLE D – SENIORITY LIST**

- D - 1 The seniority list as provided in Article 10.02 will be filed with the Union and posted with the schedule on each unit on or before April 30 and October 31 of each year.
- D - 2 The Hospital will provide to the Bargaining Unit President copies of Bargaining Unit job postings at the time of posting.

## **ARTICLE E – BULLETIN BOARDS**

- E - 1 The Hospital shall provide the Union with access to a glassed, lockable bulletin board for the posting of Union materials. The Hospital reserves the right to remove any and all postings it deems inappropriate from the bulletin board. A small space will be provided on the bulletin board of each patient care unit with the mutual agreement of the Hospital and the Union.
- E - 2 Copies of the Agreement shall be on file at each Nursing Station and each member of the bargaining unit now employed and as employed shall receive a copy. Copies of the local provisions shall be on file at each Nursing Station within one hundred and twenty (120) days of a Memorandum of Settlement or release of an Arbitration Award.
- E - 3 The Hospital shall provide the Bargaining Unit President with access to its Human Resources Policies and any revisions thereto which may be made from time to time through the Hospital's on-line system (HOPP).

## **ARTICLE F – LEAVE OF ABSENCE**

### F - 1 Association Leave

- (a) Leaves of absence for Association business shall not be unreasonably denied provided at least two (2) weeks' written notice is given to the Hospital.
- (b) A decision as to how many nurses are away from any one unit at a time is tied to the manager's ability to run an efficient operation with appropriate coverage. Each request will be reviewed by the manager based on the needs of the unit and will not be unreasonably denied.
- (c) Replies to request for leaves of absence shall be given, in writing, within one (1) calendar week of receipt of the request.

### F - 2 Local Co-ordinator Leave

The Hospital agrees to grant unpaid leaves of absence requested in writing by the individual elected to the position of Local Coordinator, subject to meeting the operational requirements of the Hospital, on the basis that such leave will be requested as far in advance as possible, normally not less than two (2) weeks in advance, and shall be limited to fulfilling the duties of the position.

## **ARTICLE G – HOURS OF WORK & SCHEDULING**

- G - 1 The normal hours to be covered on each tour of duty shall be:

### 8-hr Tours

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

### 12-hr Tours

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

Special starting and stopping times may be arranged by the Hospital with the appropriate notification to the employee(s) involved.

The hours in G-1 may be changed by the Hospital in accordance with operating requirements after discussion with the Union at Hospital-Association Committee.

G - 2

- (a) The Hospital shall endeavour to post four (4) week work schedules two (2) weeks in advance of being effective, such that at least six (6) weeks of unworked time is posted on an ongoing basis. Schedules will be accessible to employees on a twenty-four (24) hour basis.

Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting. Changes to the posted schedule will only be considered in writing, co-signed by the replacement employee and approved by the manager or designate. Requests for changes to the posted schedule shall not result in overtime payment.

- (b) A minimum period of twelve (12) consecutive hours off shall be scheduled between a change of tours.
- (c) At least forty-eight (48) hours off shall be scheduled following the completion of night tours when changing to day tours in accordance with the posted schedule unless otherwise mutually agreed between the nurse and her/his immediate supervisor.
- (d) A weekend off shall consist of fifty-six (56) consecutive hours commencing no later than 2330 hours on Friday and ending no sooner than the beginning of the Monday day shift, unless otherwise mutually agreed between the nurse and her/his immediate supervisor.
- (e) Christmas schedules shall be posted no later than November 1<sup>st</sup> of each year and will include the pay periods encompassing the nurses' five consecutive days off. Requests, however, should be submitted by October 1<sup>st</sup> of each year. An employee is entitled to be off work either Christmas Day (including December 24<sup>th</sup>, December 25<sup>th</sup> and 26<sup>th</sup>) or New Year's Day (including December 31<sup>st</sup> and January 1<sup>st</sup>). The Hospital will provide no less than five (5) consecutive days off over either Christmas or New Year's. If the allocation of requests for time off does not allow the efficient operation of the unit, the manager may have to grant requests on a rotational equitable basis.

The weekend scheduling regulations referred to above may be put aside during the period of December 18<sup>th</sup> to January 10<sup>th</sup> to facilitate the scheduling of days off at Christmas and New Years.

- (f) Four Hour Tours

A four (4) hour tour will consist of four (4) paid hours which shall be inclusive of one (1) fifteen (15) minute paid meal break. The Hospital will keep the number of four (4) hour tours to a minimum and will distribute such tours equitably among the regular part-time employees of the unit.

## G - 3

Full-time

- (a) At least sixteen (16) hours off shall be scheduled between shifts of the same definition, i.e. Days, Evenings, Nights. (Does not apply to 12-hour tours.)
- (b) Split tours will not be scheduled.
- (c) Where employees rotate shifts, the hospital shall endeavour to schedule fifty percent (50%) of work time on the day shift and fifty percent (50%) on the other shift or shifts as the case may be.
- (d) Every effort shall be made to give full-time employees one (1) weekend off in two (2). Should an employee be required to work three (3) weekends in a row, then time and one-half (1 ½) shall be paid for the third [3<sup>rd</sup>] and subsequent weekend(s) save and except where:
  - (i) Such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - (ii) such employee has requested weekend work; or
  - (iii) such weekend is worked as a result of an exchange of shifts with another employee.
- (e) Employees will not be scheduled to change tours more than once per week.
- (f) Employees on eight (8) hour tours shall not be scheduled to work more than seven (7) consecutive tours.
- (g) An employee will be scheduled off at least four (4) tours in any two (2) week period of which two (2) tours will be consecutive.
- (h) At an employee's written request, permanent evenings or night shifts will be scheduled subject to departmental requirements. An employee assigned to a permanent evening or night shift may be scheduled on an occasional basis to work days for purposes of in-service education and evaluation.
- (i) Employees presently working eight (8) hour days/evenings or days/nights, shall not be rotated through all three (3) shifts without their consent.
- (j) Full-time nurses may be considered for temporary full-time vacancies on the same basis as regular part-time nurses.

## G - 4

Part-Time

- (a) Regular Part-time nurses making a Level A commitment will be available to be scheduled on the following basis:
  - i) Every other weekend, or;

- ii) To be available, as required, to work two (2) weekends out of four (4) and scheduled to meet the operational needs of the unit.
  - iii) To be available to work forty-five (45) hours in a two (2) week period as required and assigned by the Hospital.
  - iv) A nurse in the employ of the Hospital as of November 20, 2000, may limit availability to thirty (30) hours in a two (2) week period.
  - v) To be available fifty-two (52) weeks per year subject to Article 16 of the Central Collective Agreement.
  - vi) To be available to work either days/evenings, days/nights or evenings/nights (does not apply to twelve (12) hour tours).
  - vii) Job-sharers' commitment shall be equivalent to their share of the job-shared position.
  - viii) To be available for work as required and assigned by the hospital during Christmas (including December 24<sup>th</sup>, December 25<sup>th</sup> and 26<sup>th</sup>) or New Year's (including December 31<sup>st</sup> and January 1<sup>st</sup>).
  - ix) To be available to work any statutory holiday that falls contiguous to a weekend scheduled to work. If the weekend is scheduled off, the employee will be scheduled off on the statutory holiday.
- (b) Part-time nurses making a Level B commitment will be available to be scheduled on the following basis:
- i) To be available to work for four (4) shifts in any four (4) week period, including one (1) weekend;
  - ii) The Hospital agrees to limit the usage of Level B nurses to twenty percent (20%) of the Regular Part-time complement on the unit.
  - iii) To be available for work as required and assigned by the hospital during Christmas (including December 24<sup>th</sup>, December 25<sup>th</sup> and 26<sup>th</sup>) or New Year's (including December 31<sup>st</sup> and January 1<sup>st</sup>).
- (c) All Regular Part-Time Commitment Level A employees in a unit will be scheduled up to their committed hours by seniority and then Commitment Level B employees will be scheduled up to their committed hours by seniority before any casual part-time employees are utilized.
- (d) When Regular Part-Time Commitment Level A and Commitment Level B employees on the unit have been given the opportunity to work up to their commitment, the Hospital will then offer additional hours to all Regular Part-time employees on the unit on an equitable basis prior to offering tours to casual employees, subject to the following:
- i) Employees who wish to be considered for additional tours must indicate their availability in the matter 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 employee accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Hospital are made;
  - v) Provided they are qualified, employees may submit their availability to work additional tours to more than one unit. If working such time would result in premium payment, the nurse must indicate this in advance in order to receive the payment. Once the schedule is posted and the commitment has been fulfilled, nurses shall be able to submit availability to other units. However, the nurse can be schedule only two weeks in advance for a shift on a unit other than her home unit.
  - vi) A nurse who is scheduled to work the weekend of a statutory holiday, will be offered the statutory holiday first, in the event that work becomes available after the schedule is posted.
- (e) The hospital will endeavour to schedule such that employees will not be required to change tours more than once per week.
  - (f) Day tours will be scheduled equitably among the Regular Part-Time employees unless otherwise requested by the employee.
  - (g) Should an employee be required to work three (3) weekends in a row, then time and one-half (1½) shall be paid for the third [3<sup>rd</sup>] and subsequent weekend(s) save and except where:
    - i) Such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
    - ii) such employee has requested weekend work; or
    - iii) such weekend is worked as a result of an exchange of shifts with another employee.
  - (h) It is understood and agreed that the Hospital shall schedule employees to work taking into consideration their stated preference and taking into account the operational needs of the unit.

G – 5

Extended Tours

- (a) Extended tours shall be introduced into any unit when
  - (i) eighty percent (80%) of the employees affected so indicate by secret ballot; and

- (ii) the Hospital agrees to implement the extended tours, such agreement shall not be withheld in an unreasonably or arbitrary manner.
- (b) Extended tours may be discontinued in any unit when either party states its intention to discontinue the extended tour schedule:
  - (i) eighty percent (80%) of the employees affected so indicate by secret ballot; or
  - (ii) The Hospital because of
    - A) adverse effect on patient care, or
    - B) inability to provide a workable staffing schedule, or
    - C) the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- (c) When notice of discontinuation is given by either party in accordance with Article G-5 (b) above, then:
  - (i) the parties shall meet within two (2) weeks of giving of notice to review the request for discontinuation; and
  - (ii) where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.
- (d) Employees on twelve (12) hour tours will not be scheduled to work more than three (3) consecutive tours.
- (e) Employees working extended tours will have the option, where possible, to work eight (8) hour tours on Christmas Eve (December 24<sup>th</sup>), Christmas Day (December 25<sup>th</sup>), Boxing Day (December 26<sup>th</sup>), New Year's Eve (December 31<sup>st</sup>) and New Year's Day (January 1<sup>st</sup>).

## G - 6

Stand-by

- (a) The Hospital will notify the Bargaining Unit President prior to initiating ongoing standby assignments on any unit.
- (b) Scheduled standby assignments will be distributed equitably amongst the employees in any unit utilizing standby by mutual agreement at the unit level.
- (c) Ongoing standby assignments shall be posted at the same time as the tours of duty schedules. Employees shall be permitted to exchange their standby assignments where submitted in writing and approved by the Manager or designate.
- (d) Pagers will be provided in areas which require ongoing standby assignments.

- (e) Where an employee has been called in from standby and worked the hours after 2400 hours, such employee will not be required to work the day shift unless she or he does so by mutual agreement between the employee and the hospital. Should the employee choose not to work the day shift, she shall be granted time off without pay, or she may choose to use lieu time, vacation or statutory holidays.

G -7 Master Schedules

Revisions to any Master schedule shall be brought to a scheduling sub-committee of the Hospital-Association Committee for discussion. If the nurses on a unit propose changes to the master schedule and if those changes are operationally acceptable to the Hospital, master schedules on the unit may be changed if sixty-six percent (66%) of the nurses directly affected so indicate by secret ballot conducted jointly by the Hospital and the Union. The Hospital reserves the right to change master schedules for operational reasons.

G - 8 Job Sharing

- (a) Where a desire is expressed by either party to introduce job sharing, the Hospital and Union agree to meet and discuss the introduction of job sharing.

- (i) Job Sharing requests with regard to full-time positions shall be considered on an individual basis.
- (ii) Total hours worked by the job sharers shall equal one (1) full-time position. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) employees and the Manager.
- (iii) The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- (iv) Job sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work.
- (v) It is anticipated that job sharers will endeavour to cover their partner during sick leave and vacation, however such coverage shall not be considered mandatory if the partner is unable to do so.

(b) Implementation

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

An incumbent full-time employee wishing to share her/his position, may do so subject to the approval of the manager without having her/his half of the position posted. The other half of the job sharing position will be posted and selection will be based on the criteria set out in the Collective Agreement.

If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the shared position may revert to a full-time position. The remaining employee will have the option of reverting to his/her former position.

(c) Discontinuation

Either party (the Hospital or the job sharing employee) may discontinue the job sharing arrangement with sixty (60) 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. In the event of discontinuation, the incumbent job sharers shall revert to regular part-time status.

## **ARTICLE H – LIEU TIME FOR OVERTIME**

H - 1 (a) Where an employee has worked and accumulated approved hours for which she or he is entitled to be paid premium pay (other than hours relating to working on paid holidays) such employee shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable premium rate, i.e., where the applicable rate is time and one-half (1 ½) then time off shall be at time and one-half (1½). Such time off shall not accumulate in excess of thirty-seven and one-half (37.5) hours in a fiscal year and must be taken within one hundred and twenty (120) calendar days of accrual. Such time off to be scheduled at a mutually agreeable time.

(b) Predetermined Recognized Closures and Partial Closures

The parties agree that there are times when Halton Healthcare Services will decide on temporary closures of certain units at the Georgetown Hospital site throughout the year. The parties agree that nurses who normally work on these units will be given the option of accumulating equivalent time off under Article 14.09 of the central agreement in excess of the limits specified in Article H-1(a) to the extent necessary to enable them to not work during the closure and be paid for this time from their equivalent time off. If a nurse elects this option and does not have sufficient equivalent time off accumulated to be paid for the duration of the closure, they will be deemed to have accepted a short term layoff for the balance of the temporary closure.

## **ARTICLE I - VACATIONS**

I - 1 (a) Vacation preference for vacation during June, July and August will be submitted by the employee in writing by April 1<sup>st</sup>. The vacation schedules will be posted by May 1<sup>st</sup>.

- (b) It is understood and agreed that the Hospital will give consideration to the full-time and regular part-time employee's preference as to the timing of vacations. In the event of a conflict between employees, the principle of seniority will apply. The Hospital must, however, reserve the right to the final decision as to the scheduling of vacations.
- (c) Requests for vacation shall not be unreasonably denied. If a request for vacation is denied, a reason for the denial will be given, in writing.
- (d) Part-time – Regular Part-Time employees will receive unpaid time off for the purposes of vacation on an annual basis in accordance with the following schedule, subject to the vacation scheduling regulations of the Hospital. Payroll records will document such unpaid vacation, when it is taken.

6% vacation pay	-	3 weeks unpaid time off
8% vacation pay	-	4 weeks unpaid time off
10% vacation pay	-	5 weeks unpaid time off
12% vacation pay	-	6 weeks unpaid time off
14% vacation pay	-	7 weeks unpaid time off

All part-time employees will receive vacation pay in a lump sum for the period June 1<sup>st</sup> to May 31<sup>st</sup> each year on the first pay in June.

- (e) Where it is operationally feasible, the Hospital will schedule off the weekend before and at the end of a nurse's vacation.

## **ARTICLE J – PAID HOLIDAYS**

- J - 1 (a) The parties agree that the list of twelve (12) fixed holidays will be:

New Year's Day (Jan. 1 <sup>st</sup> )	Canada Day (July 1 <sup>st</sup> )
3rd Monday in February (Family Day)	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day (Dec. 25 <sup>th</sup> )
2 <sup>nd</sup> Monday in June	Boxing Day (Dec. 26 <sup>th</sup> )

The parties agree that there is no obligation to pay premium for more than one (1) day notwithstanding Provincial or Federal government designation of an alternative date.

- (b) 8-Hour Tours

A normal tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday, shall be deemed to be worked on the holiday for the full period of the tour.

(c) 12-Hour Tours

An employee working on an extended tour on a paid holiday will be paid according to Article 15 of the Central Agreement for actual hours worked on the paid holiday.

(d) FULL-TIME ONLY

When an employee qualifies for lieu days, such lieu day will be granted within thirty (30) days before or sixty (60) days following the date on which the holiday is observed. Lieu days will be scheduled at a mutually agreeable time between the employee and his/her immediate supervisor. Requests will not be unreasonably or arbitrarily denied. Lieu time may be banked to use in areas where closures are planned.

**ARTICLE K – MISCELLANEOUS**

K - 1 Any discrepancies on paycheques shall be corrected as soon as it is administratively possible.

K - 2 (a) Postings shall stipulate the job qualifications, the Program to which the position is assigned, the shift or shifts normally assigned and the usual hours of work.

(b) Notice to Unsuccessful Job Applicants

The Hospital to notify unsuccessful job applicants in writing prior to posting the name of the successful candidate and copy to Union.

**ARTICLE L – MODIFIED WORK & VIOLENCE**

L - 1 When it has been medically determined that an employee's return to work will require some form of accommodation, the Hospital will notify and meet with the 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.

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.

L - 2 The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace. Any employee who believes the situation to be abusive shall report this to the immediate supervisor who will make every reasonable effort to rectify the abusive situation.

L - 3 The parties agree that if incidents involving aggressive patient action, such action will be recorded and reviewed at the Occupational Health and Safety Committee. The Union will receive copies of the statistics presented. Reasonable steps within the control of the Employer, will follow to address the legitimate health and safety concerns of employees represented in that forum.

L - 4            The parties further agree that suitable subjects for discussion at the Hospital-Association Committee will include aggressive patients incidents.

The Employer shall notify the Union, where possible, within three (3) days of any employee who have been assaulted while performing his/her work. The assaulted employee may choose to have his/her name remain confidential. Such information shall be provided to the Union, in writing, as soon as possible. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.

L - 5            When an employee, as a result of a workplace incident, suffers damage to her or his personal belongings (clothing, watch, glasses, contact lenses or other prosthesis, etc.), the Employer shall provide for replacement or repair at no cost to the employee. The employee will endeavour to present her or his claim to the Employer within seven (7) days after the event, unless it was impossible for her or him to do so during this period.

L - 6            The Hospital will notify the Bargaining Unit President of the Local Bargaining Unit of the names of all employees who go off work due to a work related injury or when an employee goes on LTD.

Dated at Georgetown, Ontario, this 26<sup>th</sup> day of January, 2008. <sup>2009 cm/m</sup>

FOR THE EMPLOYER

[Signature]

[Signature]

[Signature]

 

FOR THE UNION

[Signature] (no)  
Labour Relations Officer

[Signature]

[Signature]

[Signature]

**LETTER OF UNDERSTANDING**

**Between:**

**HALTON HEALTHCARE SERVICES  
(hereinafter referred to as the Hospital)**

**And:**

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

**Re: Employees in the O.R. and P.A.C.U.**

- (a) This Letter of Understanding is restricted to the employees in the O.R. and P.A.C.U.
- (b) An employee who is called in shall be paid in accordance with Article 14.06 of the Central Agreement and in addition, shall receive relief and lunch breaks in accordance with Article 13 and 14 of the Central Collective Agreement.
  - (i) An employee who is called in to work and;
    - A) works a minimum of four hours, and
    - B) works to 3:30 a.m. or beyond, and
    - C) is scheduled for the next day shift,will be permitted to take a leave without pay or banked lieu time.
  - (ii) An employee who is called in to work after completing a regularly scheduled day shift, and
    - A) works a minimum of four hours, and
    - B) completes his/her duties before 3:30 a.m. and
    - C) is scheduled for the next day shift,will be permitted to take a leave without pay or banked lieu time to allow a minimum of nine (9) hours between the end of the overtime assignment and the commencement of work on the regularly scheduled day shift.
- (c) An employee who is called in to work in accordance with paragraph (ii) above, and who is on his or her day off, may request, and be granted another day off at a mutually agreeable time between the employee and her/his immediate supervisor.

Re: Employees in the O.R.  
Page Two

(d) The Hospital will provide a pager to each employee on-call.

Dated at Georgetown Ontario this 26<sup>th</sup> day of January, 2009 em/1/11  
2008.

FOR THE EMPLOYER

G. McLaughlin  
[Signature]  
D. Bell  
\_\_\_\_\_

FOR THE UNION

[Signature] (cred)  
Labour Relations Officer  
[Signature] Bay  
Manuel Julian  
[Signature]

LETTER OF UNDERSTANDING

Between:

HALTON HEALTHCARE SERVICES  
(hereinafter referred to as the Hospital)

And:

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

Re: Retiree Benefits – Process for Payment

Any Bargaining Unit nurse who retires and wishes to participate in the benefit plans as outlined in Article 17.01 (h) will provide advance payment of the benefits through a preauthorized monthly withdrawal process.

The Hospital will notify the Union of the benefit premium rates for retired nurses each time the premium rates are renegotiated by the Hospital.

Dated at Georgetown, Ontario, this 26 day of January, 2009. *17 em*

FOR THE EMPLOYER

FOR THE UNION

*C. McNamee*  
*[Signature]*  
*[Signature]*

*J. Lawrence (red)*  
Labour Relations Officer  
*[Signature]*  
*Marilyn [Signature]*  
*[Signature]*

LETTER OF UNDERSTANDING

Between:

HALTON HEALTHCARE SERVICES  
(hereinafter referred to as he Hospital)

And:

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

Re: Uniforms

Where the Hospital requires the nurses to wear Hospital greens, the Hospital will continue to supply and launder those greens, in accordance with past practice. If, during the course of his or her shift, a nurse's uniform is soiled, the Hospital will make Hospital greens available to the nurse for the balance of the shift.

Dated at Georgetown, Ontario, this 26 day of January, 2008 19 PM CM

FOR THE EMPLOYER

FOR THE UNION

C. McNamee

J. L. Lwin (cred)

[Signature]

Labour Relations Officer  
[Signature]

[Signature]

Marille Lirona  
[Signature]

LETTER OF UNDERSTANDING

Between:

HALTON HEALTHCARE SERVICES  
(hereinafter referred to as the Hospital)

And:

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

Re: Professional Development

The parties agree to recognize their joint responsibility and commitment to promote professional development in accordance with Article 9 of the Collective Agreement.

Prior to registering for any professional development activity, the nurse shall clarify with his/her manager expenses, if any, that will be paid by the Employer.

Dated at Georgetown, Ontario, this 26 day of January, 2008. 9:17 pm

FOR THE EMPLOYER

FOR THE UNION

C. McLaughlin  
[Signature]  
[Signature]  
[Signature]

[Signature]  
Labour Relations Officer  
[Signature]  
[Signature]  
[Signature]

LETTER OF UNDERSTANDING

Between:

HALTON HEALTHCARE SERVICES  
(hereinafter referred to as the Hospital)

And:

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

Re: Leave for Bargaining Unit President

1. The Bargaining Unit President will be granted up to three (3) days off per month, in order to attend the Hospital related Union activities, hereinafter referred to as BUP days. The cost will be a 50/50 split between the Hospital and the Union. For clarity, BUP days are to be used in the current calendar month and may not be carried forward to the next month.
2. The monthly meeting of the Hospital Association Committee (Article 6.03), the monthly grievance meeting agreed to by the parties, and the regular meetings between the Bargaining Unit President and the Chief Operating Officer will be held during the BUP days.
3. The Hospital will schedule the days and will provide the Union with at least two (2) weeks' notice. Greater notice will be provided where possible.
4. Two BUP days will be taken at the Hospital. The Hospital will provide a room for the use of the BUP on the BUP days. Such room will have a telephone and a Hospital computer.

Dated at Georgetown Ontario, this 26 day of January, 2008/9 PM *CM*

FOR THE EMPLOYER

FOR THE UNION

*L. McLaughlin*

*J. Lawrence (LRO)*  
Labour Relations Officer

*MA Self*

*Alberta* *BUP*

*D. Hill*

*M. Sullivan*  
*[Signature]*

LETTER OF UNDERSTANDING

Between:

HALTON HEALTHCARE SERVICES  
(hereinafter referred to as the "Hospital")

And:

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

Re: Parking

Nurses who presently enjoy free parking will continue to enjoy free parking.

The names of those nurses will be appended to this Letter.

Carol Burton  
Emily Maud Toogood  
Susan Boere  
Pat Laing  
Anne Cilas

Dated at Georgetown, Ontario, this 26 day of January, 2008. 9 17 am

FOR THE EMPLOYER

FOR THE UNION

[Signature]

[Signature]  
Labour Relations Officer

[Signature]

[Signature]

[Signature]

[Signature]  
[Signature]