

**LOCAL APPENDICES TO THE  
COLLECTIVE AGREEMENT**

**B E T W E E N:**

**HÔTEL-DIEU GRACE HOSPITAL**  
(Hereinafter referred to as "the Hospital")

**A N D:**

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

**EXPIRY: March 31, 2011**

**APPENDIX 3 – SALARY SCHEDULES**

<b>Effective April 1, 2008</b>	<b>Registered Nurse</b>	<b>Nurse Practitioner / Registered Nurse Extended Class</b>	<b>Registered Nurse First Assist / Expanded Role Nurse</b>	<b>Patient Care Resource Leader / Clinical Resource Nurse / Advanced Practice Nurse</b>	<b>Utilization Resource Nurse</b>	<b>Clinical Manager</b>	<b>Assistant Head Nurse</b>	<b>Graduate Nurse</b>
Start	27.67	40.98	32.03	29.59	29.05	29.72	28.56	26.87
1 Year	28.08	42.10	32.50	30.05	29.49	30.05	28.98	27.24
2 Years	28.55	42.79	33.04	30.55	29.97	30.49	29.46	27.69
3 Years	29.95	45.04	34.66	32.03	31.45	31.86	30.90	29.04
4 Years	31.37	47.41	36.31	33.57	32.94	33.29	32.38	30.43
5 Years	33.14	49.91	38.37	35.48	34.81	35.14	34.21	32.18
6 Years	34.91		40.41	37.36	36.66	37.00	36.03	33.66
7 Years	36.71		42.49	39.28	38.54	38.91	37.88	
8 Years	39.31	50.03	45.49	42.05	41.27	41.66	40.57	
25 Years	40.00	50.91	46.31	42.81	42.01	42.40	41.29	

<b>Effective April 1, 2009</b>	<b>Registered Nurse</b>	<b>Nurse Practitioner / Registered Nurse Extended Class</b>	<b>Registered Nurse First Assist / Expanded Role Nurse</b>	<b>Patient Care Resource Leader / Clinical Resource Nurse / Advanced Practice Nurse</b>	<b>Utilization Resource Nurse</b>	<b>Clinical Manager</b>	<b>Assistant Head Nurse</b>	<b>Graduate Nurse</b>
Start	28.50	42.21	32.99	30.48	29.93	30.61	29.42	27.67
1 Year	28.92	43.36	33.48	30.95	30.37	30.95	29.85	28.05
2 Years	29.41	44.07	34.03	31.47	30.87	31.40	30.34	28.52
3 Years	30.85	46.39	35.70	32.99	32.39	32.82	31.83	29.92
4 Years	32.31	48.83	37.40	34.57	33.92	34.29	33.35	31.34
5 Years	34.13	51.41	39.52	36.54	35.85	36.19	35.23	33.15
6 Years	35.96		41.62	38.48	37.76	38.11	37.12	34.67
7 Years	37.81		43.76	40.45	39.70	40.08	39.02	
8 Years	40.49	51.54	46.86	43.32	42.51	42.91	41.78	
25 Years	41.20	52.44	47.70	44.09	43.27	43.68	42.53	

Effective April 1, 2010	Registered Nurse	Nurse Practitioner / Registered Nurse Extended Class	Registered Nurse First Assist / Expanded Role Nurse	Patient Care Resource Leader / Clinical Resource Nurse / Advanced Practice Nurse	Utilization Resource Nurse	Clinical Manager	Assistant Head Nurse	Graduate Nurse
Start	29.36	43.48	33.98	31.39	30.82	31.53	30.30	28.50
1 Year	29.79	44.66	34.48	31.88	31.28	31.88	30.75	28.90
2 Years	30.29	45.39	35.05	32.41	31.80	32.35	31.25	29.38
3 Years	31.78	47.78	36.77	33.98	33.37	33.80	32.78	30.81
4 Years	33.28	50.30	38.52	35.61	34.94	35.32	34.35	32.28
5 Years	35.15	52.95	40.70	37.64	36.93	37.28	36.29	34.14
6 Years	37.04		42.87	39.63	38.90	39.26	38.23	35.71
7 Years	38.94		45.07	41.67	40.89	41.28	40.19	
8 Years	41.70	53.08	48.26	44.61	43.78	44.20	43.04	
25 Years	42.44	54.01	49.13	45.41	44.57	44.99	43.80	

Pursuant to the merger agreement between the parties dated March 22, 1994, the positions of Clinical Manager at the Grace Site will continue only as long as services are maintained at the Grace Hospital Site. A Nurse in a Clinical Manager position whose position is made redundant will have her/his salary rate grandparented until the Registered Nurse rate equals or exceeds her/his salary rate.

\*NOTE – There are presently no Head Nurses. The following rates are what were in effect as at March 31, 1991.

AS AT MARCH 31, 1991		HEAD NURSE
Start	Monthly	2,945.07
	Hourly	18.18
1 Year	Monthly	3,116.81
	Hourly	19.18
2 Years	Monthly	3,170.61
	Hourly	19.51
3 Years	Monthly	3,228.94
	Hourly	19.87
4 Years	Monthly	3,312.06
	Hourly	20.38
5 Years	Monthly	3,378.16
	Hourly	20.79
6 Years	Monthly	3,454.77
	Hourly	21.26
7 Years	Monthly	3,538.87
	Hourly	21.78
8 Years	Monthly	3,591.95
	Hourly	22.10
9 Years	Monthly	3,645.83
	Hourly	22.44

<b>PERCENTAGE DIFFERENTIAL WITH REG. N. RATES</b>							
	<b>Expanded Role Nurse</b>	<b>Patient Care Resource Leader / Clinical Resource Nurse</b>	<b>Utilization Resource Nurse</b>	<b>Head Nurse</b>	<b>Clinical Manager</b>	<b>Assistant Head Nurse</b>	<b>Graduate Nurse</b>
Start	1.1574	1.0695	1.05	1.082	1.074	1.032	0.971
1 Year	1.1574	1.0699	1.05	1.083	1.070	1.032	0.970
2 Years	1.1574	1.0704	1.05	1.085	1.068	1.032	0.970
3 Years	1.1574	1.0694	1.05	1.085	1.064	1.032	0.970
4 Years	1.1574	1.0700	1.05	1.086	1.061	1.032	0.970
5 Years	1.1574	1.0701	1.05	1.086	1.060	1.032	0.971
6 Years	1.1574	1.0699	1.05	1.087	1.060	1.032	0.964
7 Years	1.1574	1.0699	1.05	1.088	1.060	1.032	
8 Years	1.1574	1.0699	1.05	1.088	1.060	1.032	

**APPENDIX 4**  
**SUPERIOR CONDITIONS**

**SUPERIOR BENEFITS AWARDED BY THE CENTRAL  
ARBITRATION AWARD DATED OCTOBER 23, 1981**

NOTE: This merged Appendix 4 was taken from the expired 1991-1993 Collective Agreements of the Hôtel-Dieu of St. Joseph Hospital and the Salvation Army Grace Hospital, and from the 1998-2001 Collective Agreement between ONA and Windsor Regional Hospital for Nurses who transferred to Hôtel-Dieu Grace Hospital under the Human Resource Plan dated May 5, 1995.

**HÔTEL-DIEU SITE**

Clause #	Central Award	Applicable clause from existing Collective Agreement 1978 – 1980
2.02	7.03 (b)	The term "Graduate Nurse" as defined in the full-time and part-time portion of the Collective Agreement shall not apply to full-time Nurses or part-time Nurses who were hired by the Hospital prior to November 1, 1977 because of the Graduate Nurse status afforded to them under the terms of the Collective Agreement entered into between the parties hereto which expired on September 30, 1980.
10.04 NOTE	10.06	<p>The following provisions of this sub-article will apply only to full-time Nurses who were hired by the Hospital prior to October 30, 1981.</p> <p>Seniority shall continue to accumulate when a Nurse who has attained seniority is absent from work under the following circumstances:</p> <ul style="list-style-type: none"> <li>(a) Approved leave of absence</li> <li>(b) Absence because of illness or injury for a period of up to one (1) year;</li> <li>(c) Annual vacations;</li> <li>(d) Paid Holidays;</li> <li>(e) Scheduled days off.</li> </ul>
12.02	24.05	<p>The following provisions of this sub-article, with respect to the payout of unused sick leave benefits as provided for under the provisions of Article 12.02 of the full-time portion of the Collective Agreement, will apply only to full-time Nurses who were hired by the Hospital prior to October 31, 1981:</p> <p>The unused portion of a full-time Nurse's sick leave entitlement shall accumulate up to a maximum accumulation of one hundred and thirty (130) days.</p>

Upon severance of employment, a full-time Nurse with the following years of continuous service with the Hospital shall be paid her/his unused portion of sick leave accumulation at the following rates:

Two (2) years – Twenty-five percent (25%)

Three (3) years – Thirty-three percent (33%)

Four (4) years – Forty percent (40%)

Five (5) years – Fifty percent (50%)

A portion of any year shall not be prorated.

A full-time Nurse who has severed her/his employment with the Hospital and has received payment for her/his accumulated sick leave in accordance with Article 24.05 above shall not, upon any subsequent severance, be entitled to receive a similar percentage on the basis of her/his service. Upon a second or subsequent severance of employment only a full-time Nurse having at least four (4) years of continuous service with the Hospital within her/his last employment period shall be eligible for any further settlement of accumulated sick leave and in any such settlement deductions shall be made of any previous percentages so paid.

19.09

Schedule A

4. Education Increments

The Hospital will pay the following educational increments when a Nurse is employed in a capacity in which she/he is required by the Hospital to have any of the following educational qualifications for the performance of her/his job:

- (i) Post Graduate Course in Nursing – \$15.00 per month.
- (ii) N.U.A. (Nursing Unit Administration) – \$15.00 per month.  
To be paid to Assistant Head Nurses only.
- (iii) One (1) year University Diploma or Certificate in Nursing – \$40.00 per month. To be paid to Assistant Head Nurses only.
- (iv) Bachelor of Science Degree in Nursing -\$80.00 per month.  
To be paid to Assistant Head Nurses only.

Provided that a Nurse has any of the foregoing, qualifications must be submitted by the Nurse to the Hospital. The Nurses possessing more than one (1) of the foregoing qualifications shall only be entitled, subject to the foregoing, to the highest increment set forth above.

10.04

10.06: Seniority

LEWIS MAUREEN  
DUROCHER JEANETTE  
GUEST LYNN  
BOGGS VANESSA  
GIRARD SHIRLEY  
MARSIGLESE ANNE  
MIERNICKE LYNN  
JOZSI ROBERTA  
SANTOS CORAZON  
MILLER CONSTANCE  
WARREN GISELE  
TONELLO CATHERINE  
FLANNERY MAUREEN  
GAUNT-BRACKEN A  
ROUSSEAU SHIRLEY  
PARE DEBORAH  
GILLIS JOAN  
ARSIC JUDITH  
CONTE KAREN

12.02 24.05

This Article applies to full-time Employees listed above having sick bank accumulation.

19.09 Schedule A

There are no individuals that fall in this category.

**GRACE SITE**

Clause # Central Award (Full-time)	Applicable Clause from existing Collective Agreement 1978 – 1980
5.05 NOTE	8.04 The Hospital will also include reference to any change in a Nurse's category and/or classification.
10.04 NOTE	<p data-bbox="472 436 902 468">11.07 <u>Accumulation of Seniority</u></p> <p data-bbox="570 506 1443 569">Seniority shall be retained and shall continue to accumulate when a Nurse is absent from work under the following circumstances:</p> <p data-bbox="570 604 1443 737">(a) Absence due to illness or injury compensable under the provisions of the <i>Workers' Compensation Act</i>;</p> <p data-bbox="570 705 1133 737">(b) When on leave of absence with pay.</p> <p data-bbox="570 772 1443 835">This benefit applies to those employed on or before October 23, 1981.</p>
12.02	<p data-bbox="472 871 548 903">16.01</p> <p data-bbox="472 905 1443 1003">* 5. Upon termination of employment, a Nurse with the following years of continuous service with the Hospital shall be paid her/his unused amount of sick leave accumulation at the following rates:</p> <p data-bbox="570 1039 846 1171">Two years – 25% Three years – 33% Four years – 40% Five years – 50%</p> <p data-bbox="570 1207 951 1239">except in the following cases:</p> <p data-bbox="570 1274 1443 1373">(a) If the Nurse is discharged by the Hospital for just cause and such Nurse is not reinstated through the grievance procedure;</p> <p data-bbox="570 1409 1443 1472">(b) If the Nurse leaves the employ of the Hospital without giving two (2) weeks notice in writing.</p>
	* maximum accumulation 130 days
	<p data-bbox="472 1575 1443 1738">* 7 The estate of a Nurse who dies while in the employ of the Hospital and who has at least two (2) continuous years of seniority shall be entitled to receive the balance of his or her unused sick leave credits which have accrued as provided in paragraph 5 above to the maximum accumulation of 130 days.</p>
18.05	<p data-bbox="378 1774 456 1806">17.02</p> <p data-bbox="570 1774 1443 1976">A Nurse shall have the privilege of having any examination performed by her/his family physician rather than by the physician designated by the Hospital, provided such examination is performed at no expense to the Hospital and provided the Hospital receives a written report of the result of such examination on the prescribed Hospital form within fourteen (14) days of a Nurse's</p>

employment in the case of a new Employee and in other cases, within thirty (30) days of the Hospital giving to the Nurse notice that an examination is required.

19.09 Schedule A

9. Educational Increments

With effect from the 13<sup>th</sup> day of July, 1972, the following educational increments shall be applicable to all Registered Nurses and shall be in addition to the above schedules:

1. For Special Course of 3 months or more approved by Director of Nursing Service – \$15.00 per month
2. For successful completion of Course in Nursing Unit administration (CHA/CNA) (Head Nurse and Assistant Head Nurse only) – \$15.00 per month
3. For a one year University Diploma or Certificate in Nursing – \$40.00 per month
4. For a Bachelor of Science Degree in Nursing – \$80.00 per month
5. The above increments will only be paid when a Nurse is employed in a capacity which required the degree, diploma, certificate or special training referred to above.
6. Proof of the Degree or Certificate from a School of recognized standing must be submitted by the Nurse to the Hospital.
7. A Nurse possessing more than one degree, diploma or certificate shall be entitled only to the highest bonus provided in the schedule.

10.04 11.07 Accumulation of Seniority:

BAYNTON JANET  
 HOOPER BRENDA  
 CHESWICK ELIZABETH  
 MAMARIL NORMA  
 LEMBKE JOYCE  
 LUCAS SUSAN  
 GUIGNARD MAUREEN  
 FAAS LAURA (Nee Laura SERAPIGLIA)  
 HADDEN CAROLINE  
 BASSETT COLLEEN  
 ARSENAULT BEVERLY  
 LALONDE LINDA  
 McWALTER ELIZABETH

12.02 16.01 Sick Leave Termination

All Employees listed above with sick bank accumulated shall be paid out as per the schedule listed in this agreement.

19.09 Schedule A

There are no individuals that fall in this category.

**HÔTEL-DIEU GRACE PART-TIME EMPLOYEES**

10.04            11.07      Accumulation of Seniority:

HENDERSON MARY LOU  
BEZAIRE KAREN  
PARE DEBORAH  
MINGAY BARBARA  
HAGE FATIMA  
PORTER-MINGAY BETH  
WARREN REBECCA  
CARVAHLO KATHERINE  
DUPUIS MARLENE  
SLAVIK SUZANNE  
LECLERC LORI  
McKITTRICK MARY  
SZPAK CHRISTINE

12.01            16.02 Sick Leave Benefits

BEZAIRE KAREN  
CARVALHO KATHERINE  
HAGE FATIMA  
HENDERSON MARY LOU  
MINGAY BARBARA  
PORTER-MINGAY BETH  
SERAPIGLIA LAURA                    (Now Laura Faas)  
SLAVIK SUZANNE

19.09            Schedule A – Educational Increments

This section does not pertain to anyone.

**APPENDIX 4****SUPERIOR CONDITIONS**

TRANSFERRED FROM  
WESTERN CAMPUS/MALDEN PARK  
CONTINUING CARE CENTRE

**FULL-TIME**

SUPERIOR BENEFITS AWARDED BY THE CENTRAL  
ARBITRATION AWARD DATED OCTOBER 23, 1981

Clause #	Applicable Clause from Existing Collective Agreement October 1, 1978
Central Award	– September 30, 1980.

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10 NOTE: Retention Accumulation and Termination of Seniority (only applicable to Nurses employed prior to October 23, 1981).

13.11/ Seniority shall be retained and accumulated by a Nurse during 11.6(a) active employment with the Hospital or when a Nurse is absent from work under the following circumstances:

- i) when on sick leave paid by the Hospital;
- ii) when in receipt of WSIB Benefits.
- iii) on approved leave of absence with pay.

13.12/ Seniority shall be retained but not accumulated when a Nurse 11.6(b) is absent from work under the following circumstances:

- i) Absence due to illness or injury for a period not in excess of one (1) year (inclusive of period during the receipt of illness allowance);
- ii) When laid off due to reduction in the nursing staff for a period not in excess of one (1) year;
- iii) Approved leave of absence without pay.
- iv) Approved leave of absence up to one (1) year.
- v) When on approved leave of absence due to pregnancy or adoption.

12.02 19.02 The unused portion of a Nurse's sick leave entitlement, including the accumulated sick leave credits due a Nurse prior to the execution of this Agreement, shall accumulate up to a maximum of one hundred and twenty (120) working days.

19.04/  
15.6 Upon termination of employment, Nurses shall be paid a cash settlement based on the wage rate at the date of severance equal to their unused portion of accumulated sick leave credits,

calculated as aforesaid, and this is to be paid in full and complete settlement of any unused sick leave to a Nurse's credit on the date of termination to a maximum of sixty (60) days, except in the following cases:

- (a) If the Nurse is discharged by the Hospital for just cause and such Nurse has not been reinstated through the grievance procedure;
- (b) If the Nurse leaves the employ of the Hospital without giving four (4) weeks' notice in writing in the case of a Head Nurse, Instructor or Assistant Head Nurse, and two (2) weeks' notice in writing in the case of all others in the bargaining unit.

If such notice is given, a cheque representing the Nurse's entitlement to date of termination will be made available to the Nurse on completion of her tour of duty on the last day of work.

19.05 The beneficiary or estate of a Nurse who dies while in the employ of the Hospital shall be entitled to receive the balance of the Nurse's sick leave credits due her as provided for in Article 19.04/15.6 herein.

18.05 24.02 A Nurse upon request and with the permission of her family doctor, will receive immunization for the prevention of Poliomyelitis, Tetanus, Typhoid Fever and Smallpox at the Hospital's expense. Gamma Globulin will be provided for Nurses exposed to Measles and infectious Hepatitis with the permission of her family doctor.

19.09 Schedule A

Education Increments

In addition to the foregoing salaries provided for in Appendix 3 of this Collective Agreement, the following educational increments will be paid:

1. CHA/CNA Administration Course  
(applicable to Head Nurse Only) \$15.00 per month
2. 3 months or more Post Graduate of Nursing Course (for Nurses hired on or after August 20, 1973, only if course utilized in performance of duties) \$15.00 per month
3. 1 year University Certificate in Nursing or for 1 year University Diploma in Nursing \$40.00 per month
4. For a Bachelor of Science in Nursing Degree (New Graduate Nurses with Bachelor of Science of Nursing with no experience shall have such increment deferred for one year) \$80.00 per month

5. For a Master of Science in Nursing Degree (For Head Nurses only)  
\$120.00 per month



**SUPERIOR CONDITIONS**

**TRANSFERRED FROM  
METROPOLITAN CAMPUS**

**FULL-TIME**

**SUPERIOR BENEFITS AWARDED BY THE CENTRAL  
ARBITRATION AWARD DATED OCTOBER 23, 1981**

Clause # Central Award	Applicable Clause from Existing Collective Agreement October 1, 1978 – September 30, 1980.
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12.02	*13.04(h)	On termination of employment, an Employee with the following seniority shall be paid cash-in-lieu of the accumulated sick leave credits on the following basis:
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An Employee with two (2) years' seniority shall receive payment of twenty-five percent (25%) of her accumulated sick leave credits.

An Employee with three (3) years' seniority shall receive payment of thirty-three percent (33%) of her accumulated sick leave credits.

An Employee with four (4) years' seniority shall receive payment of forty percent (40%) of her accumulated sick leave credits.

An Employee with five (5) years' seniority shall receive payment of fifty percent (50%) of her accumulated sick leave credits.

13.04(j)	The beneficiary or estate of an Employee who dies while in the employ of the Hospital shall be entitled to receive the balance of the Employee's sick leave credits due her as provided for in Article 13.04 (h) herein.
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\* based on an accumulation of up to a maximum of 150 days.

18.05	<b><u>IMMUNIZATION</u></b>
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A Nurse upon request and with the approval of her physician will receive immunization for the prevention of poliomyelitis, tetanus, typhoid fever, and smallpox at the Hospital's expense. Gamma globulin will be provided for Nurses exposed to measles and infectious hepatitis.

A Nurse who contracts a work-related infectious disease – tuberculosis, staphylococci, hepatitis or typhoid fever – shall receive full treatment and medication at the Hospital's expense, providing such Employee does not receive WSIB approval or has Health Care coverage.

19.09	<b><u>EDUCATIONAL INCREMENTS</u></b>
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In addition to the foregoing salaries, the following will be paid:

1. For special clinical preparation (CCU/ICU) of a minimum of fifty (50) hours over a three (3) month period

– \$15.00 per month

2. For a course in Nursing Unit Administration (CHA/CNA) – \$15.00 per month
3. For a one year University diploma or certificate in Nursing – \$40.00 per month
4. For a Bachelor of Science degree in Nursing – 80.00 per month

NOTE: All above increments are applicable only when Nurses are employed in a capacity directly utilizing this preparation. Further, it is understood that clinical preparation must be approved by the College of Nurses, Registered Nurses Association of Ontario and/or Ontario Hospital Association. It is also understood that special clinical preparations attended during paid working hours will not be subject to educational increments.

**SUPERIOR CONDITIONS**

**NURSE PRACTITIONERS**

1. In addition to the Holidays outlined at article K-1 the following NP/R.N.E.C's will be grandparented and will receive one (1) additional float holiday:

Anne Marie Marsigliese  
Sharon Allen

Sherry Morrel  
Mary Cunningham-Hewitt

2. The following NP / R.N.E.C's who were employed by the hospital at the time of the inclusion of the NP/R.N.E.C. classification in the bargaining unit will have the employer's non-union benefit plan (attached as Appendix A) maintained:

- Anne Marie Marsigliese
- Sharon Allen
- Mary Cunningham-Hewitt

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## **ARTICLE A – RECOGNITION**

- A-1 The Hospital recognizes the Union as the bargaining agent of all lay Registered Nurses and Graduate Nurses employed by the Hospital at Windsor in a nursing capacity, save and except Program Directors, Managers, Teachers, Health Nurses, Infection Control Officers, Nuclear Medicine Nurses, Social Workers and Librarians. For the purpose of clarity, the parties agree that the persons employed by the Hospital which includes the persons employed at both the Grace and Hôtel-Dieu Sites in the positions excluded from the respective bargaining units as of the date of the Alliance Agreement between the Hôtel-Dieu of St. Joseph Hospital and the Salvation Army Grace Hospital dated December 9<sup>th</sup>, 1993, are excluded from the bargaining unit.

## **ARTICLE B – MANAGEMENT RIGHTS**

- B-1 The Union acknowledges the exclusive function of the Hospital to operate and manage the Hospital in all respects in accordance with its obligations and without limiting the generality of the foregoing:
- (a) To direct the working force, including the right to hire, rehire, suspend, transfer, classify, promote, demote, lay off, recall, schedule work, assign work, discipline and discharge for just cause, subject to the right of a Nurse to lodge a grievance as hereinafter provided;
  - (b) To maintain order, discipline and efficiency;
  - (c) To establish and enforce reasonable rules and regulations.
- B-2 Without restricting or limiting the generality of the preceding sub-article, the Hospital shall retain all its rights of management not inconsistent with the provisions of this Agreement.

## **ARTICLE C – COMMITTEES AND REPRESENTATIVES**

- C-1 (a) Negotiating Committee
- A Negotiating Committee of six (6) Nurses employed by the Hospital described in A-1. Not more than two (2) shall be appointed, elected or otherwise selected as a member of this Committee from any one (1) nursing unit within the Hospital.
- (b) Grievance Committee
- The Grievance Committee shall be composed of the Bargaining Unit President or her/his Designate and two (2) Representatives, one (1) of whom shall be the Representative directly concerned with the grievance.
- (c) Hospital-Association Committee
- A Hospital-Union Committee shall be composed of four (4) Nurses. The number of Hospital Representatives on the Committee shall not exceed the number of Union Representatives.

The Bargaining Unit President, or designate, will identify to the Hospital which Committee Members require payment under Article 6.03(e) at each H.A.C. meeting.

- (d) A Professional Development Committee of four (4) Union Representatives, including the Bargaining Unit President.

C-2 The Hospital will recognize fifteen (15) Representatives.

If a Union Representative is transferred to a managerial position, she/he will immediately upon her/his transfer to that position cease to be a Representative.

Only one (1) Union Representative may be off any one (1) unit at one time. This limitation does not include members of the Executive. The Union agrees to provide the Hospital with a list of names of each representative, updated as necessary.

C-3 The Hospital shall arrange in consultation with the Union a period of forty-five (45) consecutive minutes to interview Nurses during the orientation period as required in Clause 5.06. It is agreed that this interview will be conducted on a group basis (all new Nurses hired being interviewed at one time) at the initial orientation program, for a reasonable period of time. The Hospital will furnish the Union with a list of the names and departments of all newly hired Nurses.

C-4 (a) The Bargaining Unit President will be scheduled to work on the day shift only.

(b) The Employer will pay the Bargaining Unit President, or designate, at her/his regular straight time hourly rate for the time spent when her/his attendance is required at meetings by the Employer outside her/his regularly scheduled hours. When a meeting of greater than two (2) hours is scheduled during the President's regular working hours she will be replaced.

(c) The Employer will pay the Bargaining Unit President fifteen (15) hours per pay period for the purposes of conducting union business and attending meetings with the Employer. It is understood that such fifteen (15) hours will be pre-scheduled at a time mutually agreeable between the Bargaining Unit President and the Employer. It is further understood the occasional loss of such fifteen (15) hours due to patient care demands will not result in payment. In the event the employer requires the Bargaining Unit President to attend a meeting on her day off, she will be paid at the straight time hourly rate or the equivalent lieu time off over and above the fifteen (15) hours.

C-5 (a) The Hospital will notify the Bargaining Unit President or Designate of the Local Union of the names of all Employees with a work-related injury (regardless of whether the Employee has lost time, and whether or not the Employee is in receipt of WSIB benefits) by the fifteenth (15<sup>th</sup>) day of each month. The report will list the Employees off work for the previous month.

(b) The Hospital will notify the Bargaining Unit President or Designate of the names of all Employees initiating a claim for long term disability by the

fifteenth (15<sup>th</sup>) day of each month. The report will list the last date worked.

C-6 Early and Safe Return to Work

The Hospital and the Union are committed to a consistent and fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Hospital, and to meeting or exceeding the parties' responsibilities under the law.

To that end, the Hospital and the Union agree to cooperate in facilitating the return to work of disabled Employees:

- (a) The parties will establish a Return to Work Committee (RWC) that will be responsible for administering the program, which will provide for the early and safe return of Employees in need of accommodation due to an illness or injury. This committee will be composed of the Union's Return to Work Representative, the Employee Health Nurse, and a Representative of Human Resources.
- (b) Prior to return to work a Nurse will provide the Employee Health Nurse with medical verification of her ability to return to work including information regarding any restrictions the Nurse may have that require accommodation in order to safely return to work. Upon receipt of the above noted medical verification, or at the request of either party, the Hospital, the Union representative and the Employee will meet to discuss the nurse's potential return to work. The affected Nurse may also request the presence of the Bargaining Unit President or designate and/or the Labour Relations Officer to attend the RTW meeting; however the ability of these additional representatives will not delay such RTW meeting. Following the RTW meeting, a copy of the workplace modification form will be provided to the employee, the Bargaining Unit President and the Union's return to work representative.
- (c) When a returning Nurse is in need of a permanent accommodation, the Hospital will notify the Union's Return to Work Representative and will provide the information under (b), above.
- (d) In creating a return to work plan, the RWC and the Manager will examine the disabled Nurse's abilities and accommodation needs to determine if the Nurse can return to her:
  - i) Original position;
  - ii) Original unit;
  - iii) Original unit/position with modifications to the work area and/or equipment and/or work arrangement;
  - iv) Alternate positions outside of the original unit.
- (e) In developing a return to work plan, the RWC will consider the Nurse's abilities and accommodation needs, and if she is unable to return to work in accordance with Article (e), above, the RWC will identify any positions in the Hospital in which the Nurse may be accommodated.

- (f) A Nurse in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such a Nurse will remain on the list of Nurses requiring permanent accommodation.
- (g) The parties recognize that more than one (1) Nurse requiring accommodation may be suitable for a particular position or arrangement. In such cases, the parties agree that in complying with the provisions of this Article, they must balance additional factors including, in no particular order:
  - i) Skills, ability and experience;
  - ii) Ability to acquire skills;
  - iii) Path of least disruption in the workplace;
  - iv) The principle that more should be done to provide work to a Nurse who would otherwise remain outside the active workplace;
  - v) Seniority.
- (h) When more than one (1) Nurse is deemed by the RWC to be suitable for a particular position or arrangement, and the factors set out above are relatively equal, seniority shall govern.
- (i) Alternative Placements
  - i) Before posting positions, the Human Resources Department will examine all potential vacancies to determine if they can be used to accommodate a disabled Nurse who requires accommodation but cannot return to her pre-injury/illness unit.
  - ii) If a vacancy is identified as suitable for accommodation purposes, the Human Resources Department may recommend holding the posting and convening a meeting of the RWC as soon as possible to determine:
    - A) Whether the unit, after considering all factors including the number of accommodated Nurses in the unit, the operational needs of the unit, safety of the Nurse working in the unit, alternative resources, can reasonably accommodate the Nurse.
    - B) Whether the posting of the position under the Collective Agreement between the parties can be waived.
    - C) Whether the position outside the bargaining unit may be an appropriate position for accommodating a Nurse.
  - iii) When the parties agree to a permanent accommodation whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing details of the accommodation.

- iv) The parties may agree to a written agreement for temporary accommodations of extended duration.
- v) The pre-injury/illness position of the Nurse requiring permanent accommodation may be posted under the following circumstances;
  - A) The Nurse is permanently accommodated in another position or arrangement.
  - B) The weight of the medical documentation establishes that there is no reasonable prospect of the accommodated Nurse's return to her pre-injury/illness position in the foreseeable future.
  - C) The Employer may elect to fill the accommodated Nurse's pre-injury/illness position by posting a temporary to permanent vacancy:
    - 1) So electing, the position will be filled in accordance with the job posting provisions of the Collective Agreement.
    - 2) If and when it is confirmed that the disabled Nurse cannot return to her pre-injury/illness position, the position may be offered to the incumbent on a permanent basis.
    - 3) When a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
- v) Filling of a disabled Nurse's pre-injury/illness position does not remove the Hospital's duty to accommodate that Nurse.
- (j) It is understood and agreed by both parties that this Article is to be interpreted consistent with the provisions of the Human Rights Code of Ontario and that the safety of Nurses returning to work is the primary consideration when returning a Nurse to work.
- (k) Permanent accommodations will be reviewed by the RWC on an annual basis or more frequently, if necessary.

C-7

The Hospital agrees to supply the Union with a copy of the Workplace Safety & Insurance Board Form 7 at the same time as it is sent to the Board. If the Employee is of the opinion the Form 7 contains errors or omissions, she/he may request a meeting with the Hospital and the Union to be held as soon as possible. If, because of such meeting, the Hospital and the Union agree that the Form 7 contains errors or omissions, the Hospital will notify the Board of such errors or omissions.

**ARTICLE D – SENIORITY LIST**

- D-1 (a) The seniority list of Nurses covered by this Agreement shall be posted in each nursing unit by the Hospital on January 31<sup>st</sup> and August 1<sup>st</sup>. The list will reflect the period ending prior and closest to December 31 and June 30 respectively. Separate lists for full-time, part-time and casual Nurses will be posted in each nursing unit with four (4) copies forwarded to each Bargaining Unit President.
- (b) An electronic copy of the seniority list will be provided to the Bargaining Unit President at the time of posting.

**ARTICLE E – LEAVES OF ABSENCE**E-1 Union Business

- (a) A leave of absence for Union business shall be applied for with as much notice as possible prior to the contemplated commencement of the leave of absence, but in any event, a minimum of two (2) weeks' notice is required. Not more than five (5) Nurses shall be eligible for such leave of absence at one time from each Site, and any of such five (5) Nurses not more than one (1), excluding executive members, shall be from one nursing unit of the Hospital.
- (b) The Hospital agrees to grant leaves of absence, without pay, to Nurses elected to the position of Local Co-ordinator. Subject to two (2) weeks' notice, it is understood and agreed that a Local Co-ordinator shall be granted up to seventy-five (75) days per calendar year to fulfil the duties' of the position.

E-2 Jury & Witness Duty

Where a Nurse is selected to serve on a jury and does actually serve on a jury, her/his work schedule shall be converted to a Monday through Friday day tour basis with potential weekends off, beginning with the first day of the trial and continuing up to the conclusion of the trial or until the trial is recessed. Upon the completion of the trial or upon the trial being recessed, the Nurse shall be returned to that point on her/his former schedule that is considered appropriate by the Hospital. During the period of the trial, the Nurse shall not lose her/his regular pay as determined by her/his original schedule consistent with the provisions of Article 11.06 of the central portion of the Collective Agreement.

**ARTICLE F – POSTING OF NOTICES**

- F-1 The Hospital agrees to provide a locked bulletin board at each Site for the sole use of the Union. Notices shall be first submitted to the Director of Human Resources for her approval, which approval shall be indicated by the Director of Human Resources initialling the notice to be posted. Neither the Hospital, the Union nor any Employee shall make any change in such notice thereafter. Keys to the bulletin board at each Site will be provided to the Bargaining Unit President. The Union will be allowed to post notices in the staff lounges.

**ARTICLE G – SCHEDULING REGULATIONS – FULL-TIME**

- G-1 (a) For scheduling purposes:
- i) The work week is defined as Saturday through Friday;
  - ii) The normal tours of duty are defined as:
    - nights – 2300 hours to 0700 hours (1<sup>st</sup> tour of the day);
    - days – 0700 hours to 1500 hours (2<sup>nd</sup> tour of the day);
    - afternoons – 1500 hours to 2300 hours (3<sup>rd</sup> tour of the day).

In addition, the Hospital also regularly schedules the tours identified in the attached Appendix B.

Where circumstances warrant a change in the starting and stopping times indicated above, the Employer will provide the Union with six (6) weeks' notice and will discuss any changes with the Union prior to implementation.
- (b) No Nurse will be required to work more than five (5) consecutive days without a day off unless the Nurse agrees otherwise or where such consecutive days are scheduled to meet a request for a specific day off by the Nurse. Overtime will be paid for work on the sixth (6<sup>th</sup>) and all subsequent consecutive days until a day off is received. Scheduled stand-by tours will not trigger premium payment under this provision. It is understood that additional unscheduled shifts accepted are not subject to this provision.
- (c) A Nurse will receive a minimum of two (2) consecutive days off every other week unless otherwise agreed by the Nurse.
- (d) Subject to G-9, Nurses will be provided four (4) days off in each fourteen (14) day pay period.
- G-2 Tours of duty schedules shall be posted six (6) weeks in advance of the commencement date of such schedule. The schedule shall cover not less than a six (6) week period. Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting. Requests for change in posted time schedules must be submitted in writing and co-signed by the Nurse willing to exchange days off or tour of duty. Such request initiated by the full-time Nurse and approved by the Hospital shall not result in overtime compensation or payment. Approvals or replies denying such requests will be in writing and delivered to the Nurse within five (5) days, excluding Saturdays and Sundays.
- G-3 There shall be a rest period during each half of a full shift worked at times designated by the Hospital.
- G-4 (a) There will be a period of at least sixteen (16) consecutive hours off between scheduled tours of duty unless waived by the nurse. It is understood that additional unscheduled shifts accepted are not subject to this provision.

- (b) There will be a period of a least forty-eight (48) consecutive hours off when a Nurse is scheduled to change from a period of night duty of two (2) tours or more to days or afternoons.
- (c) Where a Nurse does not receive the requisite hours off as provided in (a) and (b) above, premium pay will be paid for all hours worked within those hours which should have been scheduled off.

G-5 The Hospital shall provide full-time Nurses employed within the bargaining unit described in Article A-1 of this Agreement with at least two (2) weekends off in four (4) and shall endeavour to provide them with every second weekend off.

A full-time Nurse will receive premium pay for all hours worked on any third and subsequent weekend within any four (4) week period, save and except where:

- (a) such weekend has been worked by the full-time Nurse to satisfy specific days off requested by such Nurse; or
- (b) such full-time Nurse has requested weekend work; or
- (c) such weekend is worked as a result of an exchange of shifts with another full-time or part-time Nurse; or
- (d) Notwithstanding the above, where a nurse is called in and agrees to work a partial shift on his/her scheduled weekend off, the nurse will receive premium pay on the subsequent and consecutive weekend(s) equal to the number of hours worked on that scheduled weekend off.
- (e) Where such consecutive weekends are the result of accommodating both weekends off with a nurse's approved vacation pursuant to Article J-3 (k).

G-6 It is the intention of the Hospital to schedule shifts so that full-time Nurses are scheduled to work on the day shift basis equivalent to their being scheduled to work on the other two (2) shifts combined unless they are in a permanent shift position. However, where this is not feasible the Hospital assures that a full-time Nurse will be scheduled to work all three (3) shifts on an equal basis. It is understood and agreed that this clause shall not apply to any full-time Nurse who, at her/his own request and with the consent of the Hospital, works a shift on a permanent basis. A full-time Nurse shall not be required to work three (3) different tours (i.e., day tour, afternoon tour, night tour) in any seven (7) day period except in the case of an extreme emergency situation.

G-7 (a) A full-time Nurse who requests to work a specific tour (except the day tour) on a permanent basis shall be granted such request whenever possible. If more than one employee in the same unit requests the same permanent shift, the request will be granted by seniority. If an Employee working a permanent shift requests to return to rotating shifts, such request will not be denied provided the Nurse has been in the permanent shift for at least a period of six (6) months. The nurse returning to rotating shifts will be added to the next posted schedule provided the request is submitted two (2) weeks prior to the posting date.

(b) If an Employee leaves a permanent shift rotation for any reason, or where an Employee is displaced from a permanent shift rotation in a long-term

layoff, the permanent shift rotation will be reverted to a rotating shift position. The Employees on the affected unit will receive six (6) weeks notice that their schedules may be affected. The Hospital will attempt to revise the unit schedules with as little disruption to current schedules as possible.

- (c) Where a unit master rotation schedule is changed due to a permanent long-term layoff, or the addition of new full-time positions, the Employees on the affected unit will be provided with 90 (ninety) days notice that their master rotations may be amended.
- (d) Where a unit has a master rotation and a full time line becomes vacant, requests may be submitted in writing for consideration of transferring to the vacant line in the rotation. Considering appropriate skills of registered nurses, the transfer may be granted to a full time nurse on the affected unit prior to filling the vacancy.

- G-8 Full-time Employees may accumulate and bank overtime hours as per Article 14.09 of the central portion of the Collective Agreement up to a maximum of thirty-seven and one-half (37.5) hours. Accumulated overtime must be taken within ninety (90) days or payment shall be made at the applicable premium rate. Where the ninety (90) day time limit falls within the prime time vacation period, the ninety (90) day time limit may be extended past the prime time vacation period. Once a full-time Employee has accumulated thirty-seven and one-half (37.5) hours of overtime, all additional overtime will be paid out at the applicable premium rate. In any event, the Hospital agrees to pay-out any existing accumulated overtime banks owing to any employee on the last pay ending in September and March of each year.
- G-9 The Hospital may, when necessary, schedule a Nurse to work nine (9) tours in one (1) biweekly pay period and eleven (11) tours in the next consecutive biweekly pay period, or vice versa, without overtime being paid in accordance with any other provision of this Agreement.
- G-10 It is understood that a weekend consists of a least fifty-six (56) consecutive hours off work during the period following the completion of the Friday shift until the commencement of the Monday shift.  
  
If a Nurse requests and the Hospital agrees that her/his weekend be defined as other than the period between the last shift worked on Friday and the first shift worked on Monday, the 56-hour period shall be applicable to the weekend as defined.
- G-11 For the purposes of Article 14.10(FT) of the Central Collective Agreement, the night shift shall be from 2300 hours to 0700 hours, and the evening shift shall be from 1500 hours to 2300 hours.
- G-12 All provisions contained in Article G above apply to all full-time Nurses regardless of which Site they are scheduled to work. Where a full-time Nurse works at both Sites, the scheduling provisions are to be adhered to as if for a single Site and all premium pay provisions will apply.
- G-13 Pursuant to Article 10.08 (a) of the Central Hospital Collective Agreement, the reassignment of a partial or single shift on a unit will be done on the basis of reverse seniority based on an integrated seniority list of the full-time and part-

time Nurses in each unit as identified in article D-1 (a) unless such a reassignment creates a patient safety issue.

- G-14 If a nurse has been missed for an additional tour, the affected Nurse will be offered a shift as an extra to be worked at a time mutually agreed to by the Nurse and her/his Manager. The extra shift will be paid at the rate of pay which the Nurse would have received had the offer been made according to the Collective Agreement.
- G-15 The Hospital and the Union agree that it is appropriate to consider full-time Nurses for temporary full-time vacancies of six (6) months' duration or greater, on the same basis as part-time Nurses, in accordance with Article 10 of the Central Hospital Agreement. A Nurse may make written request to be considered for temporary full-time vacancies by advising the Hospital and completing a Temporary Full-time Vacancy Request Form indicating her/his name, qualifications, experience, present area of assignment, seniority and requested area of temporary assignment. A Temporary Full-time Vacancy Request Form shall become active as of the date it is received by the Hospital and shall remain in effect until December 31 following. The Hospital maintains the right to determine the number of individuals allowed to be removed from their full-time "home" units in order to be granted temporary vacancies on other units.

#### **ARTICLE H – SCHEDULING REGULATIONS – PART-TIME**

- H-1 Tours of duty schedules shall be posted at least six (6) weeks in advance of the commencement date of such schedule and the schedule shall cover not less than a six (6) week period. Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting. Requests for change in posted time schedules must be submitted in writing and co-signed by the Nurse willing to exchange days off or tour of duty. In any event, it is understood that such a tour of duty, initiated by the part-time Nurse and approved by the Hospital shall not result in overtime compensation or payment. Approval or replies denying such requests will be in writing and delivered to the Nurse within five (5) days, excluding Saturdays and Sundays.
- H-2 There shall be a rest period during each half of a full shift worked at times designated by the Hospital.
- H-3
- (a) There will be a period of at least sixteen (16) consecutive hours off between scheduled tours of duty unless waived by the nurse. It is understood that additional unscheduled shifts accepted are not subject to this provision.
  - (b) There will be a period of at least forty-eight (48) consecutive hours off when a Nurse is scheduled to change from a period of night duty of two (2) tours or more to days or afternoons.
  - (c) Where a Nurse does not receive the requisite hours off as provided in (a) and (b) above, premium pay will be paid for all hours worked within those hours which should have been scheduled off.
  - (d) No Nurse will be scheduled to work more than five (5) consecutive days without a day off unless the Nurse agrees otherwise or where such consecutive days are scheduled to meet a request for a specific day off

by the Nurse. Overtime will be paid for work on the sixth (6<sup>th</sup>) and all subsequent consecutive days until a day off is received. It is understood that additional unscheduled shifts accepted are not subject to this provision. Scheduled stand-by tours will not trigger premium payment under this provision.

- (e) For scheduling purposes:
- i) The work week is defined as Saturday through Friday;
  - ii) The normal tours of duty are defined as:
    - Nights – 2300hours to 0700 hours (1<sup>st</sup> tour of the day);
    - Days – 0700hours to 1500 hours (2<sup>nd</sup> tour of the day);
    - Afternoons – 1500hours to 2300 hours (3<sup>rd</sup> tour of the day).

In addition, the Hospital also regularly schedules the tours identified in the attached Appendix B.

When circumstances warrant a change in the starting and stopping times indicated above, the Employer will provide the Union six (6) weeks' notice and will discuss any changes with the Union prior to implementation.

- H-4 (a) A part-time Nurse who requests to work a specific tour (except the day tour) on a permanent basis shall be granted such request whenever possible. If more than one employee in the same unit requests the same permanent shift, the request will be granted by seniority. If an Employee working a permanent shift requests to return to rotating shifts, such request will not be denied provided the Nurse has been in the permanent shift for at least a period of six (6) months. The nurse returning to rotating shifts will be added to the next posted schedule provided the request is submitted two (2) weeks prior to the posting date.
- (b) If an Employee leaves a permanent shift rotation for any reason, or where an Employee is displaced from a permanent shift rotation in a long-term layoff, the permanent shift rotation will be reverted to a rotating shift position. The Employees on the affected unit will receive six weeks (6) notice that their schedules may be affected. The Hospital will attempt to revise the unit schedules with as little disruption to current schedules as possible.
- H-5 (a) Regular part-time commitment Category A
- i) Available for scheduling twelve (12) months of the year, unless she/he is on scheduled vacation or an approved leave of absence.
  - ii) Available to work a minimum of four (4) tours of 7.5 hours (thirty (30) hours for Employees whose hours of work consist of a combination of short, normal and/or extended tours) within any biweekly pay period.
  - iii) Available to work two (2) weekends in four (4).

- iv) Available to work either Christmas period or New Year's period as defined in Article I-2.

(b) Regular part-time commitment Category B

- i) Available for scheduling twelve (12) months of the year, unless she/he is on scheduled vacation or an approved leave of absence.
- ii) Available to work a minimum of two (2) tours, based on the hours of the defined tours on the unit schedule (7.5 hour tours, 10 hour tours, or 11.25 hour tours), per every two pay periods.

RPT – Category B nurses will not be scheduled exclusively on weekends without their written consent.

- H-6 (a) A part-time Nurse shall not be required to work three (3) different tours (i.e., day tour, afternoon tour, night tour) in any seven (7) day period except in the case of an extreme emergency situation.

- (b) The Hospital will equalize distribution of day shifts amongst category A part time nurses unless the Nurse has requested otherwise.

H-7 It is understood that a weekend consists of at least fifty-six (56) consecutive hours off work during the period following the completion of the Friday shift until the commencement of the Monday shift.

If a Nurse requests and the Hospital agrees that her/his weekend be defined as other than the period between the last shift worked on Friday and the first shift worked on Monday, the 56-hour period shall be applicable to the weekend as defined.

- H-8 (a) i) All regular part-time category A Nurses in a unit will be scheduled up to their committed hours by seniority before any category B part-time Nurses are utilized.

- ii) When category A and B part-time Nurses on the unit have been given the opportunity to work up to their commitment, the Hospital will offer additional tours to regular part-time category A Nurses on the unit on the basis of rotating seniority, prior to offering tours to category B Nurses, subject to Article H-9 (b).

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

- (b) i) After the schedule has been posted, additional shifts on each unit will be offered to all regular part-time Nurses on each unit on the following basis:

A) First to RPT– Category A including job sharing nurses on the basis of rotating seniority.

B) Second to RPT – Category B nurses on the basis of rotating seniority.

- ii) Additional shifts remaining available after (b)(i) above will be offered to regular part-time Nurses at the Hospital Site who have indicated in writing an availability for additional shifts on that unit on the basis of rotating seniority.
  - iii) Any regular part-time Nurse who does not wish to be called for additional shifts must put their desire not to be called in, in writing, to their Coordinator Director.
  - iv) It is recognized that the Hospital shall not be required to offer any hours of work under (b) above which may result of the payment of overtime premium.
  - v) The Hospital agrees to offer "additional shifts" which attract an overtime premium to part-time Nurses prior to full-time Nurses.
  - vi) In the event all part-time nurses on a unit reach seventy-five (75) hours, additional shifts resulting in overtime premium will be offered by an integrated seniority list to part-time and full-time nurses on the unit. Part-time nurses are required to inform the employer at the time of the call for an additional shift, if they are at the seventy-five hour overtime pay threshold.
  - vii) If a nurse has been missed for an additional tour, the affected Nurse will be offered a shift as an extra to be worked at a time mutually agreed to by the Nurse and her/his Manager. The extra shift will be paid at the rate of pay which the Nurse would have received had the offer been made according to the Collective Agreement.
- (c) Notwithstanding the above, where a category A or B part-time Employee had a scheduled shift cancelled and a need arises whereby the Hospital intends to call an Employee in for a shift within the same twenty-four period, the Employee who has had her/his shift cancelled will be given the first opportunity to work that call-in shift at their regular straight time rate of pay, or at premium pay if the cancelled shift was a shift that attracted premium payment. It is understood the twenty-four hour period begins at the start time of the original cancelled shift. It is also understood the shift need not be offered if it triggers a premium payment.

H-9

The Hospital shall provide part-time Nurses employed within the bargaining unit described in Article A-1 of this Agreement with at least two (2) weekends off in four (4) and shall endeavour to provide them with every second weekend off.

A part-time Nurse will receive premium pay for all hours worked on any third and subsequent weekend within any four (4) week period, save and except where:

- (a) Such weekend has been worked by the part-time Nurse to satisfy specific days off requested by such Nurse; or
- (b) Such part-time Nurse has requested weekend work;
- (c) Such weekend is worked as a result of an exchange of shifts with another part-time or full-time Nurse; or

- (d) Notwithstanding the above, where a nurse is called in and agrees to work a partial shift on his/her scheduled weekend off, the nurse will receive premium pay on the subsequent and consecutive weekend(s) equal to the number of hours worked on that scheduled weekend off.
- (e) Where such consecutive weekends are the result of accommodating both weekends off with a nurse's approved vacation pursuant to Article J-3 (k).

H-10 For the purposes of Article 14.10 of the Central Collective Agreement, the night shift shall be from 2300 hours to 0700 hours, and the evening shift shall be from 1500 hours to 2300 hours.

H-11 Shifts of Less Than 7.5 Hours but 4 Hours or Greater

Where four (4) hour/six (6) hour shifts are required, Article H in its entirety applies except as amended by the following:

- (a) There shall be an equitable distribution of four hour tours among the RPT – Category A Nurses in each unit. RPT – Category B Nurses will not be scheduled to work shifts of less than 7.5 hours without their written consent.
- (b) Nurses working four (4) hour tours shall be provided with a fifteen (15) minute paid break. Nurses working a six (6) hour tour shall be provided with one-half (½) hour unpaid meal period and a fifteen (15) minute paid break.
- (c) No part-time Nurse will be scheduled solely on tours of less than 7.5 hours in any pay period except where such arrangements are requested by the Nurse.

H-12 Category A Employees may accumulate and bank overtime hours as per Article 14.09 of the central portion of the Collective Agreement up to a maximum of thirty-seven and one-half (37.5) hours. Accumulated overtime must be taken within ninety (90) days or payment shall be made at the applicable premium rate. Where the ninety (90) day time limit falls within the prime time vacation period, the ninety (90) day time limit may be extended past the prime time vacation period. Once a category A part-time Employee has accumulated thirty-seven and one-half (37.5) hours of overtime, all additional overtime will be paid out at the applicable premium rate. In any event, the Hospital agrees to pay-out any existing accumulated overtime banks owing to any employee on the last pay ending in September and March of each year.

H-13 All provisions contained in Article H above apply to all part-time Nurses regardless of which Site they are scheduled to work. Where a part-time Nurse works at both Sites, the scheduling provisions are to be adhered to as if for a single Site and all premium pay provisions will apply.

H-14 Pursuant to Article 10.08 (a) of the Central Hospital Collective Agreement, the reassignment of a partial or single shift on a unit will be done on the basis of rotating seniority based on an integrated seniority list of the full-time and part-time Nurses in each unit.

## **ARTICLE I – CHRISTMAS AND NEW YEAR'S SCHEDULE**

I-1 The scheduling requirements per article G, H, L and M may be waived during the period between December 20<sup>th</sup> and January 8<sup>th</sup> in order to facilitate the scheduling of at least five (5) consecutive days off in connection with either Christmas Day or New Year's Day, which five (5) consecutive days off shall include Christmas Eve, Christmas Day and Boxing Day in connection with Christmas Day; or New Year's Eve and New Year's Day in connection with New Year's Day. The provisions of this sub-article shall not apply to any Nurse who is employed within any unit at either Hospital Site who is not required to work on either Christmas Day or New Year's Day.

A part-time Nurse will not be scheduled to work more than five (5) extended tours in the aforementioned period without her/his consent.

In any event, a full-time Nurse shall not be scheduled to work more than six (6) consecutive tours, and a part-time Nurse shall not be scheduled to work more than seven (7) tours, in the two (2) week period commencing December 22<sup>nd</sup> covering Christmas and New Year's without her/his consent. A Nurse will not be scheduled more than three (3) consecutive weekends during the period December 13 to January 15.

I-2 (a) The Christmas period shall be from 2300 hour December 23rd, to 0700 hours on December 27<sup>th</sup>.

(b) The New Year's period shall be from 2300 hours on December 30th to 0700 hours on January 2<sup>nd</sup>.

I-3 The Hospital will post a blank Christmas and New Year's preference sheet no later than September 1<sup>st</sup> in each year. Employees are to indicate their preference for time off no later than October 1st. Where an Employee does not want to be scheduled off five (5) consecutive days at Christmas or New Year's, such an Employee is to indicate this on the preference sheet. The finalized Christmas/New Year schedule will be posted no later than November 7<sup>th</sup> of each year.

I-4 Time off at Christmas and New Year's will alternate from year to year. Exchanges made between Nurses will not be considered in the scheduling of Christmas and New Year's in the following year. Where a conflict arises, preference will be given to the Nurse entitled to the holiday.

I-5 On units where the staffing permits some Nurses to be off both Christmas and New Year's, the scheduling of both holidays off shall be rotated equitably from year to year among all Nurses on that unit so that all Nurses receive the benefit. Where additional time off can be scheduled during the Christmas Day or New Year's Day period, such time off will be distributed equitably among the Nurses on the unit.

## **ARTICLE J – VACATIONS**

J-1 (a) "Vacation Year" for the purpose of this Article shall be defined as the period between the 1<sup>st</sup> day of May in one year and the 30<sup>th</sup> day of April in the following year.

- (b) The date for determining vacation entitlement shall be April 30<sup>th</sup> of any year.
- (c) It is understood that nurses who have more than half of their single vacation days entitlement left to schedule (four (4) days on extended tour units, five (5) days on 10 hour units, six (6) days on 8 hour units) by February 1 in each year may have their outstanding vacation scheduled by their manager. The above clause will not apply if the failure to schedule such vacation is due to patient care demands, vacation quotas per vacation year, and/or staffing issues. Vacations shall not be accumulated from one vacation year to the next or subsequent vacation year.

J-2 All regular part-time Nurses will be entitled to vacation time off equivalent to the vacation entitlement of full-time Nurses based on equivalent years of service, calculated pursuant to the formula set out in Article 16.03.

- J-3
- (a) The final decision as to the scheduling of vacation periods for Nurses must remain with the Hospital, however, the Hospital will reasonably exercise this discretion.
  - (b) Vacation requests shall be granted in accordance with seniority provided such requests are received in writing the third Monday of March by 1500h in each year. Nurses who are on a leave of absence at this time must provide their vacation request in writing to their manager.
  - (c) No more than three (3) weeks' vacation shall be scheduled off by any one (1) Nurse during the months of May, June, July, August and September of each year. Where additional time can be scheduled off in a department during prime time, such time will be offered based on seniority starting with the first individual who was not able to get three weeks approved during that prime time period.
  - (d) Vacation requests for any vacation time during the "March Break" shall be granted on a rotating seniority basis as needed unit by unit.
  - (e)
    - i) Vacation may be granted between the period December 15<sup>th</sup> in any year and January 8<sup>th</sup> in the following year in those areas where the Hospital considers it feasible.
    - ii) Where it is determined that Nurses in any given unit may take vacation off between December 15<sup>th</sup> and January 8<sup>th</sup>, such vacation time will be granted on a rotating seniority basis as needed unit by unit.
  - (f) If a full-time and a regular part-time Nurse submit written request for the same vacation period, the seniority of the regular part-time Nurse shall, for the purpose of this Article, be converted to full-time seniority in accordance with the formula contained in Article 10.03 of the Central Hospital Agreement. In the event that two (2) or more Nurses' requests for vacation are in conflict, vacations shall be granted in accordance with Hospital-wide seniority within the given nursing unit.
  - (g) If a Nurse terminates her/his employment or if for any reason she/he will not be taking her/his posted vacation, if determined feasible this vacation time will be posted for one (1) week as being available and will be granted

to the Nurse having the most seniority provided she/he submits her/his request in writing during the one (1) week posting, and provided she /he has the remaining unscheduled vacation time and meets the criteria of J-3 (c).

- (h) Unit Directors shall not compete with staff Nurses for vacation and shall not be included on the Nurses' vacation schedule.
- (i) Where possible, a full-time and regular part-time Nurse shall be allowed time off for vacation at the same time. It is understood that weekend workers are counted in the full time complement.
- (j) Where a Nurse follows a master rotation schedule, if a Nurse's weekend(s) off falls immediately preceding and/or following a period of scheduled vacation, the master rotation schedule will not be altered without notice to the Nurse at the time the vacation schedule is posted.
- (k) In the case of a Nurse who has scheduled vacation of five (5) days or more, the Hospital will schedule the weekend off (Saturday and Sunday consecutive) immediately prior to and the weekend off following the vacation period.
- (l) Requests for weeks of vacation will take precedence over single days.

J-4 The Hospital will prepare and post the vacation schedule by the 21<sup>st</sup> day of April in each year and prior to leaving on vacation, a Nurse will be notified of the date and tour of duty to which she/he is to report for work following the expiry of her/his vacation period. Should there be a change in the date and/or the tour of duty that the Nurse was originally advised of the Hospital will be responsible for contacting the Nurse and advising her/his of the change. In the event that a Nurse voluntarily transfers into another Nursing Unit after the posting of vacations as provided in this Agreement, she/he shall be granted vacation from the remaining available vacation periods on a basis of seniority as described in sub-article J-3 for that vacation year only. In the case of an involuntary transfer after the posting date of vacations, all posted vacations will be honoured by the Hospital.

J-5 Part-time Nurses will receive their vacation pay by separate deposit in the month of May.

A part-time Nurse may request and be granted a deferral of her/his vacation pay to a later date within the vacation year for the purpose of not interfering with Employment Insurance Benefits.

J-6 A Nurse may not be scheduled off on vacation for more than five (5) consecutive weeks at any one time unless mutually agreed by both the Hospital and the Nurse under special circumstances.

J-7 Full-time Only

A Nurse's vacation period can be broken into segments. The Hospital shall grant the utilization of single vacation days up to a maximum of ten (10). Where possible, the nurse must submit the request two (2) weeks in advance of the posted schedule and such request will be approved at the Hospital's discretion.

J-8 Full-time Nurses entitled to supplementary vacation pursuant to Article 16.01(f) of the central Collective Agreement will request such vacation as per Article J-3. Unused supplementary vacation will be carried over to the following vacation year(s).

Part-time Nurses entitled to supplementary vacation pursuant to Article 16.06 of the central Collective Agreement will request such vacation as per Article J-3. Unused supplementary vacation will be carried over to the following vacation year(s). The additional 2% vacation pay will be paid out pursuant to Article J-5.

J-9 It is understood and agreed that it is the responsibility of the nurse to request and schedule their vacation allotment subject to the terms of this article. This responsibility includes the request and scheduling of full weeks and single days of vacation.

J-10 Nurses will not be called while on vacation for additional shifts.

### **ARTICLE K – HOLIDAYS**

K-1 (a) The Hospital will recognize the following holidays effective January 1, 1995:

New Year's Day (Jan. 1 <sup>st</sup> )	Canada Day (July 1 <sup>st</sup> )
Family Day - Third Monday in February	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> )

\* should the Provincial Government of Ontario declare a new statutory holiday, then in such case the statutory holiday would replace the second Monday in February Holiday.

(b) When a full-time Nurse is entitled to an alternate day off with regular pay for having worked on a holiday listed above, such day is to be given by the Hospital within Ninety (90) days after the holiday, provided that the Hospital will, if possible, schedule the alternate day off in conjunction with the Nurse's scheduled day off.

K-2 (a) Insofar as it is possible to do so and still maintain the efficient operation of the Hospital, the Hospital will do its best to equally distribute paid holidays off among all nursing staff.

(b) The Hospital will schedule Nurses who are required to work on a paid holiday to be scheduled to work on the weekend attached to the paid holiday (if a Monday or a Friday).

(c) If the Nurse is scheduled off on a paid holiday, (if a Monday or a Friday), then the Hospital will schedule the attached weekend off also.

### **ARTICLE L – EXTENDED TOURS**

L-1 (a) Extended tours shall be introduced into any unit when,

- i) seventy-five (75%) of the Nurses in the unit so indicate by a jointly supervised secret ballot, and
  - ii) the Hospital agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended tours may be discontinued in any unit when,
- i) seventy-five (75%) of the Nurses in the unit so indicate by a jointly supervised secret ballot, or
  - ii) the Hospital serves notice of its desire to discontinue extended tours because of
    - A) adverse effects on patient care,
    - B) inability to provide a workable staffing schedule, or
    - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then
- i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuance in an attempt to resolve identified problems, and
  - ii) Where the parties are unable to resolve identified problems and where it is determined that the extended tours are to be discontinued, the extended tours will be discontinued sixty (60) days after the date of the meeting in 3(a) above.

L-2 (a) The normal extended tours shall be defined as

0700 – 1900 days  
 1900 – 0700 nights  
 unless the Hospital and the Union agree to alter extended tours to meet the needs of a specific unit.

- (b) The hours of work for extended tour Nurses shall be averaged over a specific period to meet the needs of the scheduling requirements of each unit (e.g., 225 hours in a six week period). Such averaging shall be agreed upon between the Hospital and the Union.

L-3 (a) Nurses will not be scheduled to work more than three (3) consecutive extended tours without a day off unless mutually agreed between the Hospital and the Nurse.

Notwithstanding the above, no Nurse will be permitted to work more than four (4) extended tours in a row without a day off, and provided there is twenty-four (24) hours off before the next scheduled tour. For the purposes of this article, a day off is defined as a period of 24 consecutive hours not at work.

- (b) Nurses working extended tours will be scheduled off a minimum of forty-eight (48) hours when changing from the night tours to the day tours.

L-4 Tours of duty schedules shall be posted at least six (6) weeks in advance of the commencement date of such schedule and the schedule shall cover not less than a six (6) week period. Request for specific days off are to be submitted in writing at least two (2) weeks in advance of posting.

Request for change in posted time schedules must be submitted in writing and co-signed by the Nurse willing to exchange days off or tour of duty. In any event, it is understood that such a change tour of duty, initiated by the Nurse must be approved by the Hospital and further that such tour of duty shall not result in premium payment nor shall such tour of duty result in a Nurse working more than four (4) consecutive tours.

L-5 Nurses employed with the bargaining unit described in Article A-1 of this Agreement and working extended tours, will be given every second weekend off, and if not given, shall be paid as follows:

A Nurse will receive premium pay for all hours worked on a second consecutive and subsequent weekend save and except where:

- (a) Such weekend has been worked by the Nurse to satisfy specific days off requested by such Nurse; or
- (b) Such Nurse has requested weekend work; or
- (c) Such weekend is worked as a result of an exchange of shifts with another Nurse; or
- (d) Notwithstanding the above, where a nurse is called in and agrees to work a partial shift on his/her scheduled weekend off, the nurse will receive premium pay on the subsequent and consecutive weekend(s) equal to the number of hours worked on that scheduled weekend off; or
- (e) Where such consecutive weekends are the result of accommodating both weekends off with a nurse's approved vacation pursuant to Article J-3 (k).

L-6 A weekend is defined as 56 consecutive hours off work commencing at 1900 hours Friday. For extended tour units the Hospital will endeavour to abide by Article K-2(b) and K-2(c).

Where a Nurse is scheduled off on a weekend and agrees to work a call-in shift which commences on or after 1900 hours on Sunday, she/he will not be considered to have worked the weekend for the purpose of Article L-5.

If a Nurse requests and the Hospital agrees that her/his weekend be defined as other than the period between the last shift worked on Friday and the first shift worked on Monday, the 56-hour period shall be applicable to the weekend as defined.

L-7 (a) Regular part-time commitment:

- i) Available for scheduling twelve (12) months of the year, unless he/she is on scheduled vacation or an approved leave of absence.
- ii) Available to work a minimum of three (3) extended tours within any biweekly pay period.
- iii) Available to work every other weekend.
- iv) Available to work on either Christmas period or New Year's period as defined in article I-2.

The three (3) extended tours within any biweekly pay period shall include the every other weekend to be worked and further the Christmas period or New Year's period requirement.

- (b) Articles H-4, H-7, H-12, H-13, H-14 and H-15 will apply to part-time Employees working on extended tours.

L-8 Full-Time Only

The Hospital shall grant the utilization of single vacation days to a maximum of six (6) to Nurses on extended tour schedules. Where possible, these requests must be submitted two (2) weeks in advance of the posted schedule and such request will be approved at the Hospital's discretion.

- L-9 Extended tour Nurses, apart from the single days in L-8 above, will indicate vacation weeks to be taken, and must take all scheduled days in that week, so long as they have vacation days remaining.

- L-10 When a nursing unit wants to pursue the introduction of extended tours, the unit Union Representative will make written application to Nursing Administration. A meeting will be arranged to discuss the matter and to determine if and when a vote will be held. Nursing Administration will respond to the request in writing.

Where a vote is to be taken pursuant to Article L-1(1) of the Collective Agreement, the following procedure will be followed:

- (a) A locked ballot box will be placed in a location to be determined by mutual agreement of the parties.
- (b) A voter's list of all full-time and part-time Nurses assigned to the floor will be posted by the ballot box.
- (c) Only Registered Nurses assigned to the floor may vote. If a Nurse is currently on a leave of absence she/he may come into the Hospital to vote but cannot vote by proxy. Any relief Nurses filling in for leaves of absence or illness are not eligible to vote.
- (d) To vote the Registered Nurse must sign her/his name beside her/his name on the voters list, make an "X" beside her/his choice on the ballot, then deposit the ballot into the locked ballot box.
- (e) The vote will take place over a two (2) week period and the ballot box will remain in Nursing Office during that period.

- (f) The box will be opened and the votes counted in the presence of an ONA Executive Representative, a Nursing Administration Representative and a Human Resources Representative.
- (g) The seventy-five percent (75%) in L-1(1)(a) shall be eighty percent (80%) of the votes cast.

L-11 All provisions contained in Article L apply to all full-time and part-time Nurses regardless of which Site they are scheduled to work. Where a full-time or part-time Nurse works at both Sites, the scheduling provisions are to be adhered to as if for a single Site and all premium pay provisions will apply.

L-12 For purposes of Article 13 of the central portion of the Collective Agreement:

- (a) the first forty-five (45) minutes of total break time during any extended tour will be paid break time;
- (b) the second forty-five (45) minutes of total break time during any extended tour will be unpaid break time.

L-13 All provisions in this Appendix 5 of Local Issues will apply to Nurses working extended tours unless expressly amended above.

### **ARTICLE M – TEN HOUR TOURS**

M-1 Ten hour tours will be introduced into any unit subject to articles L-1 and L-10.

- (a) For Nurses working ten (10) hour tours, a regular day tour shall be comprised of 9.5 hours, which shall include one break of thirty (30) minutes or two breaks of fifteen (15) minutes each which are paid and an unpaid lunch break of thirty (30) minutes.
- (b) Nurses on ten (10) hour tours will not be scheduled for more than four (4) consecutive tours unless a Nurse requests otherwise or where such consecutive days are scheduled to meet a request for a specific day off by the Nurse. Overtime will be paid for work on the fifth (5) day and all subsequent consecutive days until a day off is received. Scheduled stand-by tours will not trigger premium payment under this provision.  
  
Notwithstanding the above, no nurse will be permitted to work more than five (5) consecutive shifts without a day off.
- (c) At least fourteen (14) hours' time off shall be scheduled between change of shifts, it being understood that there may be more than one starting time for the day shift.
- (d) Vacation entitlement for Nurses working ten (10) hour tours is based on a vacation week of Monday to Friday, and is paid at thirty-eight (38) hours. Single days of vacation are paid at nine and one-half (9.5) hours.
- (e) Paid holidays are paid at the rate of 7.5 hours. Nurses working on a paid holiday receive one and one-half (1½) times their regular rate for 9.5 hours, plus holiday pay of 7.5 hours, if eligible.

- (f) Nurses on sick leave are paid 9.5 hours for single days of absence. When absent for one whole week or more, the Nurse is paid at the rate of 37.5 hours per week.
- (g) The practice of scheduling ten (10) hour tours shall be discontinued in accordance with the language of Article L-1 (2) and (3).
- (h) The hours of work for full-time Employees working ten (10) hour tour rotations will be averaged over the master rotation schedule so that no full-time Employee will be scheduled to work more than 1950 hours in a calendar year without premium pay provisions applying.
- (i) The Hospital shall grant the utilization of single vacation days to full-time nurses working ten (10) hour tour rotations to a maximum of eight (8) days at nine and one-half (9.5) hours per day. Where possible, these requests must be submitted two (2) weeks in advance of the posted schedule and such request will be approved at the Hospital's discretion.

M-2 All provisions in the Appendix 5 of the Local Issues will apply to Nurses working ten (10) hour tours unless expressly amended above.

#### **ARTICLE N – STANDBY SCHEDULING**

- N-1
  - (a) Standby assignments will be distributed equally amongst the Nurses in any unit utilizing standby.
  - (b) The Hospital will notify the Union in writing prior to initiating standby assignment on any unit.
- N-2 Standby assignments shall be posted at the time of the tours of duty schedules outlined in Article G-2 and H-1. Nurses shall be permitted to exchange their standby assignment provided approval is received from the Unit Director.
- N-3
  - (a) A full-time Nurse will not be scheduled for standby on a scheduled day off or scheduled weekend off, unless mutually agreed between the Nurse and the Hospital. It is understood that this article applies to nurses who rotate onto weekends.
  - (b) When a full-time or part-time Nurse is scheduled for standby on a weekend, she/he is considered to be "working" the weekend.
- N-4 Nurses scheduled for standby shall be provided with beepers.
- N-5 The Hospital will make available the equivalent of one (1) room for Nurses scheduled for standby with a bed, lock and a telephone.
- N-6 Nurses required to take standby duty must be available at the Hospital within thirty (30) minutes of being called in.
- N-7 Standby schedules will not be changed without expressed consent by the Nurse whose schedule is being changed.
- N-8 Standby will not be scheduled on a night before a scheduled day shift unless agreed otherwise by the Nurse.

- N-9 Where a Nurse has been called in from standby and worked during the hours of the night shift, such Nurse will not be required to work the day shift unless she/he does so by her/his choice.
- N-10 Nurses who take necessary phone calls to deal with clinical issues while on stand-by shall receive time in-lieu at a rate of one and a half (1½) times the amount of time spent handling an issue by phone, with a minimum accumulation of fifteen (15) minutes per phone call at straight time.

### **ARTICLE O – PRE-PAID LEAVE**

- O-1 There shall not be greater than three (3) Nurses off at any time at each Hospital Site, with no more than one (1) individual Nurse off from any one (1) nursing unit at each Hospital Site.

### **ARTICLE P – JOB-SHARING**

- P-1 The introduction of job-sharing arrangements in any unit will be subject to mutual agreement between the Union and the Hospital. The Hospital shall not arbitrarily or unreasonably refuse to implement job-sharing.

Job-sharing requests with regard to full-time positions shall be considered on an individual basis. Such approval will not be unreasonably withheld.

- P-2 Only full-time positions shall be considered for job-sharing between two (2) Employees.

- P-3 The Employees involved in job-sharing are entitled to all the terms of the part-time Collective Agreement except those which are modified as follows:

(a) Schedules will conform with Article G (normal tours), Article L (extended tours) or Article M (ten hour tours) of the Collective Agreement which set out scheduling.

(b) Total hours scheduled for the job-sharers when the schedule is posted shall equal one (1) full-time position. The division of these hours over the schedule shall be determined by mutual agreement between the two (2) Nurses and the Unit Director subject to the approval of Nursing Administration. Should any scheduling discrepancies between the job-sharers arise, the decision of the Unit Director or Nursing Administration shall be final.

(c) Paid Holidays

Job-sharers will not be required to work, in total, more paid holidays than would one (1) full-time Employee, unless mutually agreed otherwise.

The job-sharers involved will have the right to determine which partner works on scheduled paid holidays.

(d) Each job-sharer may exchange shifts with her/his or his partner as well as other Employees as provided by the Collective Agreement.

P-4

Coverage

- (a) It is expected that both job-sharers will cover each other's incidental illnesses and vacation. If, because of unavoidable circumstances, one cannot cover the other, the Unit Supervisor must be notified to book coverage. Job-sharers are not required to cover for their partner in the case of prolonged or extended absences. Job-sharers shall be offered additional unscheduled tours only if they have made their availability known.
- (b) Vacation, Maternity Leave and other Leaves pursuant to Article 11 of the Collective Agreement:

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence exceeding thirty (30) days, the remaining partner has the option of covering all of the absent partner's shifts for the duration of the absence. If the Employee is unable to cover the entire leave of absence, she or he must inform the Manager of her or his intentions to cover all of the absent partner's shifts at least two (2) weeks prior to the posting of each schedule.

Where job-sharers replace each other for vacations, they shall not be counted in the nursing units established vacation quotas.

P-5

Implementation

- (a) Where the job-sharing arrangement arises out of the filling of a vacant full-time position, the full-time position will be posted first and in the event that there are no successful applicants, then both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- (b) An incumbent full-time Employee wishing to share her or his position, may do so without having her or his half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (c) 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 must revert to a full-time position. The remaining Employee will have the option of continuing the full-time position or reverting to a part-time position. If she/he does not continue full-time, the position must be posted and filled according to the Collective Agreement.

P-6

Discontinuation

The Hospital or the Union 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.

Should the Employer discontinue job-sharing, the Employees currently working those arrangements will revert to their former status, either full-time or part-time.

In any event, the position must be posted and filled according to the Collective Agreement.

- P-7 Any differences that arise will be discussed by the parties at the Hospital-Association committee meetings.

## **ARTICLE Q – VIOLENCE PREVENTION AND CONTROL**

- Q-1 The Hospital will verbally inform the Bargaining Unit President or designate within twenty-four hours of an assault. A pager will be provided by the Hospital for this purpose. The Hospital will also notify the Union and Bargaining Unit President in writing within seventy-two (72) hours of any Employee who has been assaulted while performing her work. The nurse who feels that she has been verbally assaulted must identify such when reporting an incident for this provision to apply. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.

- Q-2 When an Employee in the exercise of his/her functions suffers damage to his/her personal belongings (clothing, watch, glasses, contact lenses or prosthesis, etc.), the Nurse can present her or his claim for replacement or repair of such belongings in writing to the Human Resources Department and the Hospital will give such claim full consideration. Such claims will not be unreasonably denied.

- Q-3 Violence in the Workplace

(a) Definition of Violence

The Hospital and Union agree that no form of verbal, physical, sexual, racial or other abuse/violence will be tolerated in the workplace.

(b) Violence Policies and Procedures

The Employer agrees to have in place explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations, provision of legal counsel and support to Employees who have faced or experienced violence. The policies and procedures shall be part of the Employer's Health and Safety Policy and written copies shall be provided to each Employee. Prior to implementing any changes to these policies, the Employer agrees to consult with the Union.

(c) Function of Joint Health and Safety Committee

All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence against staff.

(d) Staffing Levels to Deal with Potential Violence

The Employer agrees that, where there is risk of violence, an adequate level of trained Employees should be present. The Employer recognizes that workloads can lead to fatigue and a diminished ability to both identify and to subsequently deal with potentially violent situations.

(e) Training

The Employer agrees to provide training and information on the prevention of violence to all Employees who come into contact with potentially aggressive persons. This training will be done during a new Employee's orientation and updated on an annual basis for all Employees.

(f) Support and Counselling

The Employer and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help Employees recover from such incidents. This support may be including, but not limited to, the Employee Assistance Program, and/or the Critical Incident Debriefing Program.

(g) Follow-Up

The Employer agrees to follow-up each incident as soon as possible after an occurrence of violence in the workplace. The purpose of this follow-up will be to review the incident, gather facts, explore ways in which the Employee may be supported, review how such an incident could have been avoided and what measures, if any, are required to prevent or reduce the likelihood of such an incident from occurring again. The degree of follow-up will be dependent on the specific situation.

## (h) The hospital agrees to follow the time frames set out in the "Workplace Violence" policy with respect to responding to complaints.

**ARTICLE R – VOLUNTARY PART-TIME & RETIREE BENEFITS**

R-1 The Employer agrees to provide part-time Nurses with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17. It is understood and agreed that the part-time Nurses who participate will assume the monthly premiums.

R-2 Any bargaining unit Nurse who retires and wishes to participate in the benefit plans will provide advance payment of the benefits through a pre-authorized withdrawal process.

**ARTICLE S – INNOVATIVE/SPECIAL CIRCUMSTANCE SCHEDULING**

S-1 The Hospital and the Union agree that should the Hospital or the Union wish to discuss the implementation of Unit Weekend Scheduling, or Innovative Unit Scheduling, the Hospital and the Union will meet to determine the introduction of such a schedule, the manner in which the positions are filled and any discontinuation arrangements.

S-2 Any individual special circumstance schedule arrangement will be discussed and agreed to by the individual Employee, the Union bargaining agent, and the Employer representative in accordance with Article 13.05 of the Central Hospital Agreement.

## **ARTICLE T – MISCELLANEOUS**

- T-1 (a) Pay stubs will be delivered to the nursing units every second Thursday, including written particulars of changes in increments or changes in deductions from a Nurses' pay and contained in a sealed envelope.
- (b) Pay Cheque Errors
- Any regular earnings omitted on a pay cheque in excess of one (1) hour's pay, which is not caused by the Nurse's error, shall be paid to the Nurse within three (3) working days from the time of issuance.
- T-2 A record of all unused illness allowance will be kept by the Hospital. Nurses who request such information will be provided with the amount of sick leave to her/his credit as of the previous year end.
- T-3 Any uniform, clothing or personal articles not in violation of the dress code, used by a Nurse in the course of her/his duties which is damaged in the course of her/his duties other than through her/his carelessness, shall be repaired, cleaned or replaced by the Hospital.
- T-4 Malpractice and Professional Liability Insurance
- The Hospital agrees to provide adequate insurance coverage at its expense to cover Nurses in the event of a legal action brought against a Nurse or Nurses for malpractice or negligence in the performance of any duties which are in the course of her/his employment with the Hospital.
- T-5 It is expected that when Nurses are planning retirement they will endeavour to provide twelve (12) weeks notice to the Hospital to facilitate recruitment and replacement.
- T-6 The parties agree that any unsuccessful candidate for a ONA job posting will be notified, in writing, within two (2) weeks of the decision being made and prior to the posting of the name of the successful candidate.
- The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.
- T-7 The Hospital will provide each Nurse with a minimum of seven and one-half (7.5) hours of paid education time per year to attend the annual Hospital provided education day. Such time to be scheduled at a time mutually agreed between the Nurse and the Hospital from the predetermined available dates as offered by the Hospital.
- T-8 Nurses interested in participating in formal mentoring arrangement will indicate their interest in writing to their unit manager on the appropriate application form. At the request of any nurse the unit manager will discuss with any unsuccessful candidate ways in which he/she may be successful in the future.
- A general notice re: Mentorship Program will be posted on the ONA Boards instructing nurses who wish to be Mentors that they are required to apply in writing on the appropriate application form to his/her unit manager.

**ARTICLE U – NURSE PRACTITIONERS/R.N.E.C. (REGISTERED NURSE EXTENDED CLASS)**

- U-1 Nurse practitioner / R.N.E.C. will be compensated on the basis of one thousand nine hundred and fifty (1,950) hours in a calendar year.
- U-2 Due to the nature of the work of the NP/RNEC there will be flexible scheduling of hours in accordance with his/her workload. The NP/RNEC will adjust his/her schedule to compensate for the variations in that load. Such flexible schedule will not result in premium pay under the scheduling provisions contained at Appendix 5 of the collective agreement.
- U-3 The NP/RNEC who works in excess of 75 hours biweekly shall have the option of electing payment at the applicable premium rate. Hours worked in excess of seventy-five (75) hours biweekly may also be taken as time in lieu at the rate of time and one half, at a time mutually agreeable to the NP/RNEC and his/her manager. As per article 14.09 of the collective agreement hours up to a maximum of one hundred and fifty (150) hours may be accumulated and banked as overtime. In any event, the Hospital agrees to pay-out any existing accumulated overtime banks owing to any employee on the last pay ending in September and March of each year.

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**HÔTEL-DIEU GRACE HOSPITAL**  
(Hereinafter referred to as "the Hospital")

**AND:**





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

**RE: ARTICLE G-1(a)ii)**


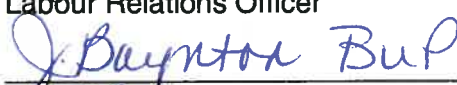
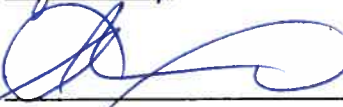


The parties agree for the purposes of Article G-1(a)ii), any shift commencing before 1100 hours will be considered the day shift.

DATED at Windsor, Ontario this 15th day of June, 2009

FOR THE HOSPITAL:

  
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FOR THE UNION:

  
\_\_\_\_\_  
Labour Relations Officer  
  
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## LETTER OF UNDERSTANDING

BETWEEN:

**HÔTEL-DIEU GRACE HOSPITAL**  
(Hereinafter referred to as "the Hospital")

AND:

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

### **RE: STANDBY**

Scheduling for units not operating 24 hours and/or 7 days per week will be in accordance with Article N excluding article N-3 (a), N-8 and N-9 of the local collective agreement and as amended below:

Call-in will be initiated by a manager. The manager will schedule full-time and regular part-time (including job share) employees unless the nurse is a probationary nurse, for standby in an equitable manner considering the number of weekends and distribution of holidays as per the following;

- (a) Employees will not be scheduled for standby when on approved leave or vacation, or the weekend prior to and following vacation;
- (b) An employee will be relieved after fourteen (14) consecutive hours of work.
- (c) A nurse scheduled for standby shall not be assigned to take call for more than four (4) consecutive days. A nurse scheduled for standby on a holiday weekend will also be scheduled for standby on the actual holiday. The employee will not be scheduled for standby on consecutive weekends however scheduling of weekends will consider articles G-5, H-9 and L-5.
- (d) A nurse may be scheduled for standby before a scheduled day shift. Standby will commence after the last regular tour of the day, and until the beginning of the next tour. Standby will include the possibility of twenty-four (24) hours per day on Saturday, Sunday and paid holidays. Scheduled standby tours will not trigger premium payment for consecutive days.
- (e) A nurse assigned to standby is entitled to the call-in prior to overtime being offered unless the patient requires the nurse to remain on the unit.

- (f) Call-in is for a specific unit and the nurse will not be reassigned to work in other areas of the hospital.

Any of the above clauses excluding (a), may be waived by the nurse.

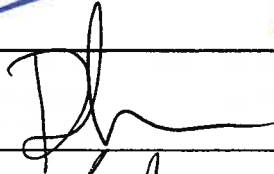



For each individual unit:

The number of standby shifts and weekends to be scheduled over a 6 week posted schedule, will be determined by the needs of the unit.






Issues arising from the implementation of this language will be discussed within thirty (30) days of when the issue is brought forward by either party.

DATED at Windsor, Ontario this 15th day of June, 2009.

FOR THE HOSPITAL:

  
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FOR THE UNION:

  
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Labour Relations Officer  
  
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**LETTER OF UNDERSTANDING**

**BETWEEN:**

**HÔTEL-DIEU GRACE HOSPITAL**  
(Hereinafter referred to as "the Hospital")

**AND:**

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

**RE: COMPOSITE POSITION (S)**

The parties agree that the Hospital can post for "Composite Positions" whereby full time employees can be hired or apply for transfer into a composite position but will be assigned a home unit. Existing composite positions, filled previously on consent with the Union, and new composite positions will be subject to the following terms and conditions:

1. Composite positions will be scheduled to work on two but no more than three units. The requirement to work on multiple units within a program will be clearly indicated when the positions are posted. The composite position will be posted as an eight (8) hour, ten (10) hour, twelve (12) hour, or a combination of eight, ten or twelve hour tours.
  - (a) Where a nurse works in a composite position with a combination of eight (8), ten (10) or twelve (12) hour tours, extended tour language will apply.
  - (b) A nurse will not be scheduled to work two (2) different tours in a work week as defined as Saturday to Friday.
2. All terms and conditions of the Collective Agreement with respect to scheduling provisions will be respected. All hours worked by a Nurse in a composite position will be distributed and posted between the nursing units.
3. A full-time Nurse in a composite position will be assigned to one (1) unit as her/his home unit for purposes of vacation, layoff, recall, or any other provisions dealing with seniority rights.
4. The Employer will notify the Union of all composite positions within a program prior to posting, and will supply the Union of the names of Nurses who successfully post for these positions and the units identified as her/his home unit.
5. Successful incumbents will be provided with appropriate orientation/education to all areas, as well as on an ongoing basis for required re-certifications, along with the opportunity to attend in-services provided throughout the Hospital.




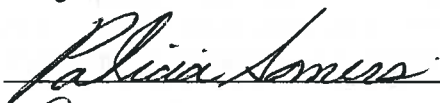

6. If the issue of composite positions is addressed in the Central Collective Agreement, the parties agree to meet to implement any necessary changes to this Letter of Understanding.

All current letters of understanding regarding composite positions will become null and void and the terms of this article shall prevail, effective on ratification of this Collective Agreement or the release of an arbitration award.

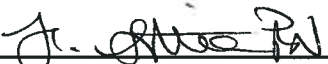
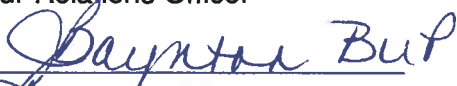

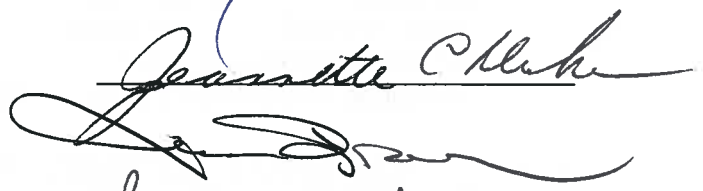
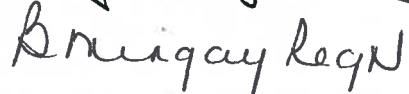
The parties agree to evaluate this agreement within one year from the date of ratification.

DATED at Windsor, Ontario this 15th day of June, 2009

FOR THE HOSPITAL:

  
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FOR THE UNION:

  
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Labour Relations Officer  
  
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**LETTER OF UNDERSTANDING**

**BETWEEN:**

**HÔTEL-DIEU GRACE HOSPITAL**  
(Hereinafter referred to as "the Hospital")

**A N D:**

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

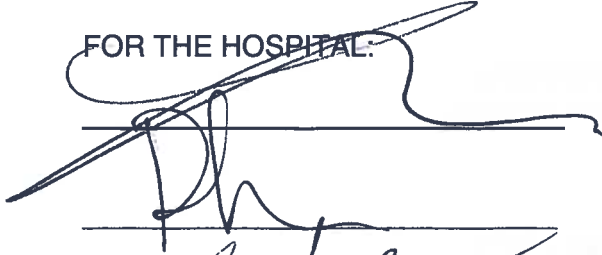
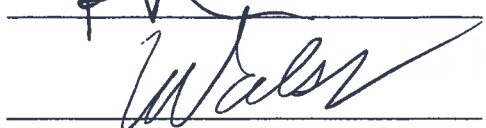


**RE: REGISTERED NURSE FIRST ASSIST**

The parties agree without prejudice that the collective Agreement applies except as modified in this Letter of Understanding;

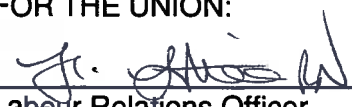
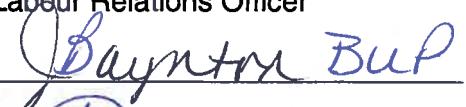



1. Due to the nature of the work of the Registered Nurse / First Assist there will be flexible scheduling of hours in accordance with his/her workload. The Registered Nurse / First Assist will adjust his/her schedule to compensate for the variations in that load. Such flexible schedule will not result in premium pay under the scheduling provisions contained at Appendix 5 of the collective agreement.
2. The Registered Nurse First Assist who works in excess of 75 hours biweekly shall have the option of electing payment at the applicable premium rate. Hours worked in excess of seventy-five (75) hours biweekly may also be taken as time in lieu at the rate of time and one half, at a time mutually agreeable to the Registered Nurse First Assist and his/her manager.  
In the event that overtime is worked, it may be accumulated and taken in compliance with Article 14.09 and H-12 of the collective agreement.
3. The Registered Nurse First Assist may accumulate and bank overtime hours as per Article 14.09 of the central portion of the Collective Agreement up to a maximum of thirty-seven and one-half (37.5) hours. Accumulated overtime must be taken within ninety (90) days or payment shall be made at the applicable premium rate. Where the ninety (90) day time limit falls within the prime time vacation period, the ninety (90) day time limit may be extended past the prime time vacation period. Once a category A part-time Employee has accumulated thirty-seven and one-half (37.5) hours of overtime, all additional overtime will be paid out at the applicable premium rate. In any event, the Hospital agrees to pay-out any existing accumulated overtime banks owing to any employee on the last pay ending in September and March of each year.

DATED at Windsor, Ontario this 15th day of June, 2009

FOR THE HOSPITAL:

  
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FOR THE UNION:

  
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Labour Relations Officer  
  
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**LETTER OF UNDERSTANDING**

**B E T W E E N:**

**HÔTEL-DIEU GRACE HOSPITAL**  
(Hereinafter referred to as "the Hospital")

**A N D:**

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

**RE: Extended 2D2N Tours**

Whereas the parties are committed to implementing strategies designed to improve the Quality of Work Life while maintaining the highest standard of nursing care:

The parties hereby agree as follows:

A trial of the 2D2N schedule shall run for any six (6) month period agreed to by the parties.

Participation in the trial is strictly voluntary. However, once a decision is made to take part in the trial, the Employee remains committed to the trial for its duration.

Employees may elect not to participate in the 2D2N schedule trial at any time prior to the commencement of the trial by notifying the Unit Director. Those nurses not participating in the trial will choose their line in the new master based on seniority.

In the event there are more than the nine (9) or eighteen (18) nurses interested in participating in the trial, the nurses will be offered the rotation by seniority.

After the trial is complete, a vote of the Employees who participated in the trial will be conducted pursuant to article L - 1 to determine if the two day two night (2D2N) rotation becomes permanent.

The scheduling provisions of article L will apply in 2D2N scheduling except where as amended below;

If an employee works an additional shift on her scheduled weekend or scheduled weekend off, the nurse will receive premium pay for all additional hours worked and any shifts scheduled on the following weekend save and except where:

- (a) Such weekend has been worked by the Nurse to satisfy specific days off requested by such Nurse;
- (b) Such Nurse has requested weekend work;
- (c) Such weekend is worked as a result of an exchange of shifts with another Nurse; or
- (d) Notwithstanding the above, where a nurse is called in and agrees to work a partial shift on his/her scheduled weekend off, the nurse will receive




premium pay on the subsequent and consecutive weekend(s) equal to the number of hours worked on that scheduled weekend off.

- (e) Where such consecutive weekends are the result of accommodating both weekends off with a nurse's approved vacation pursuant to Article J-3 (k).

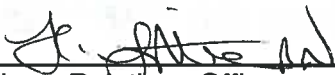


All schedules will be done on the basis that each full-time Employee will be scheduled for 1,950 hours per year.

DATED at Windsor, Ontario this 15th day of June, 2009

FOR THE EMPLOYER:

  
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*Walsv*  
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*Patricia Somers*  
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FOR THE UNION:

  
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Labour Relations Officer  
*J. Baynton BLP*  
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\_\_\_\_\_  
*Jeanette Clarke*  
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*B. Miquay Regn*

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**HÔTEL-DIEU GRACE HOSPITAL**  
(Hereinafter referred to as "the Hospital")

**AND:**

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



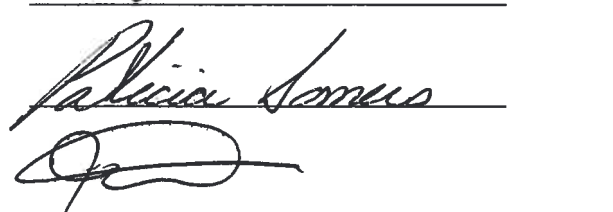
**RE: CHRISTMAS/NEW YEAR'S SCHEDULING**

The parties agree the following dates will be applicable for the Christmas/New Year's periods during the life of the collective agreement:

2009 December 19 – January 8, 2010  
2010 December 18 – January 7, 2011

DATED at Windsor, Ontario this 15th day of June, 2009

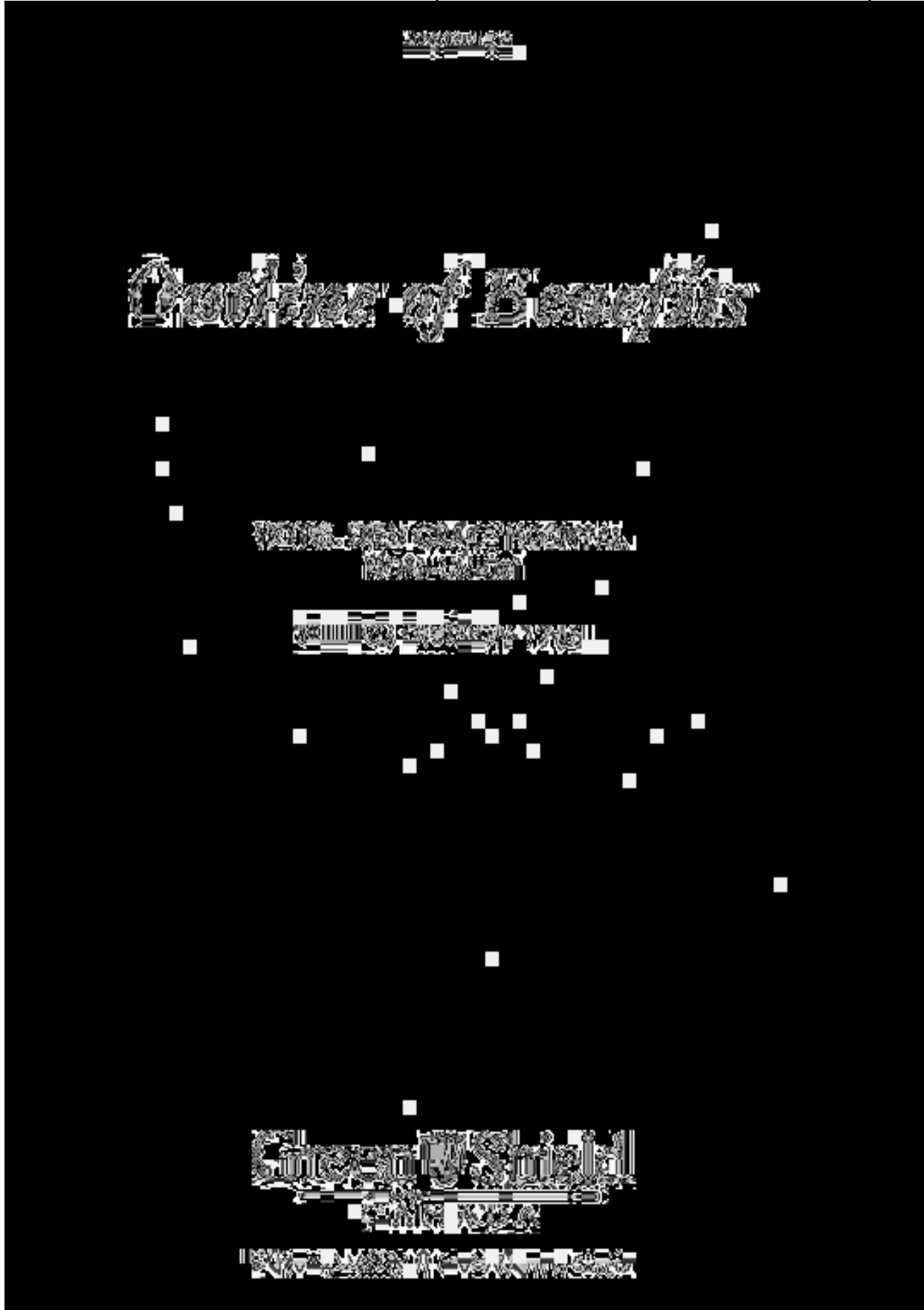
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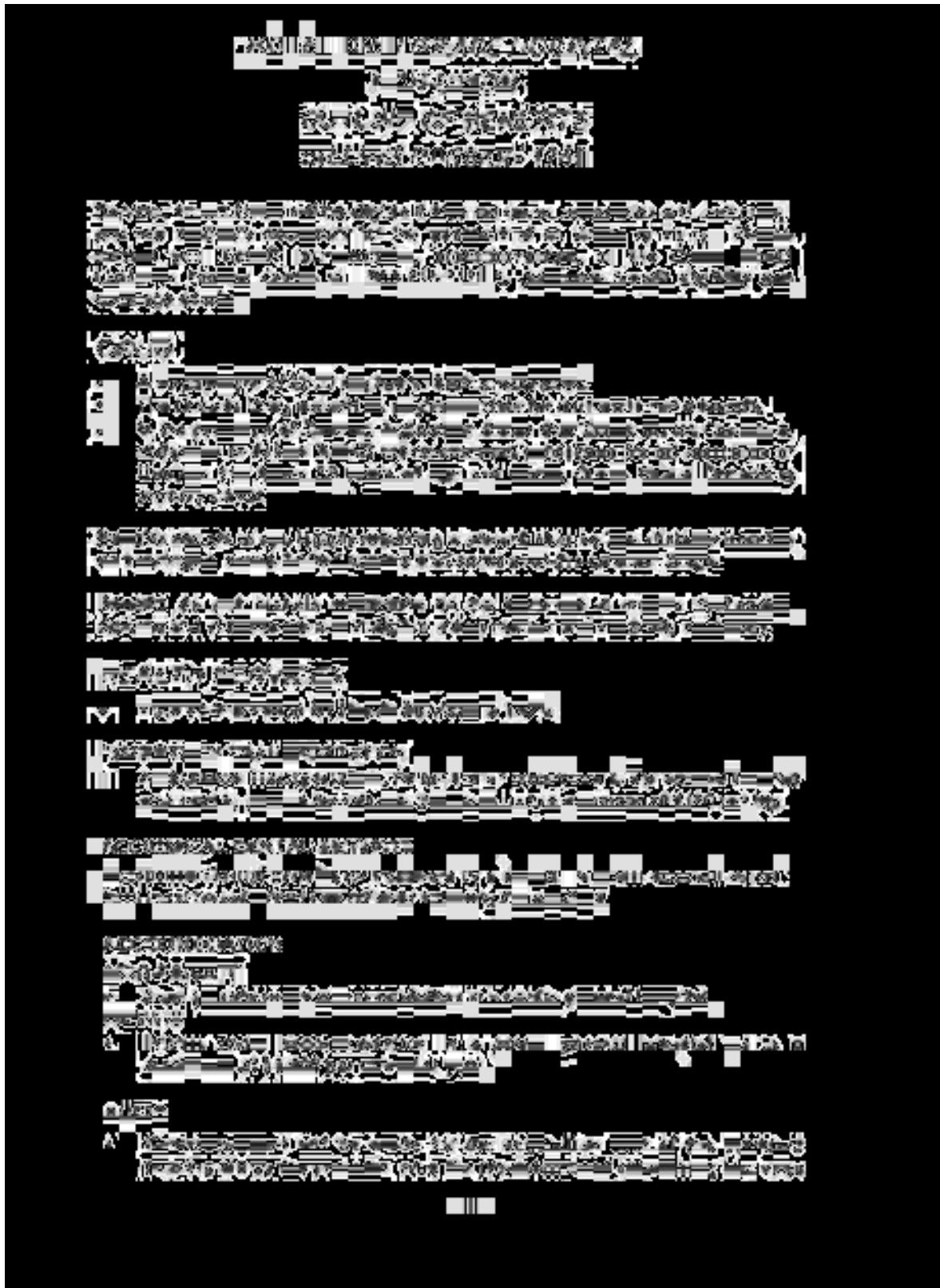
  
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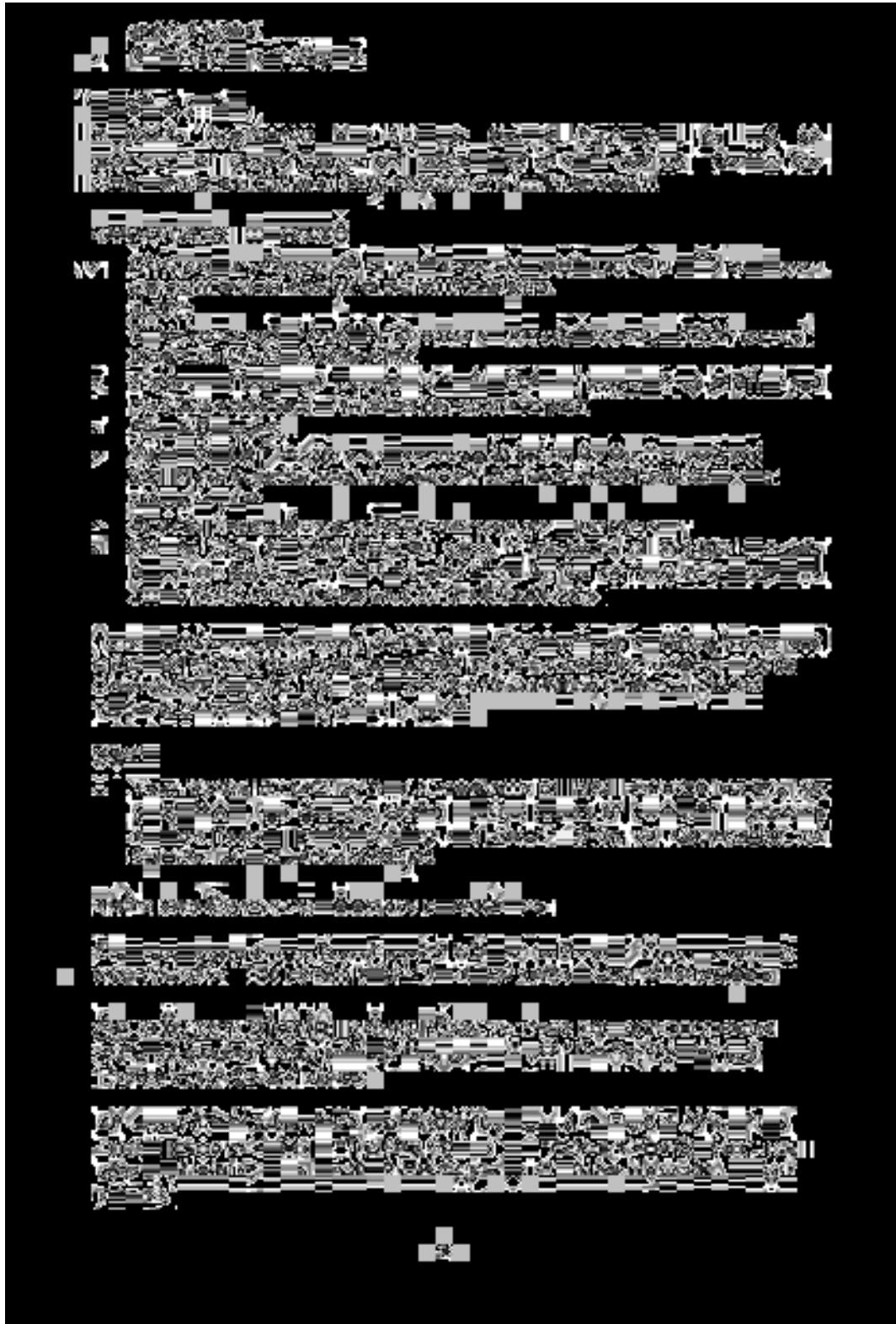
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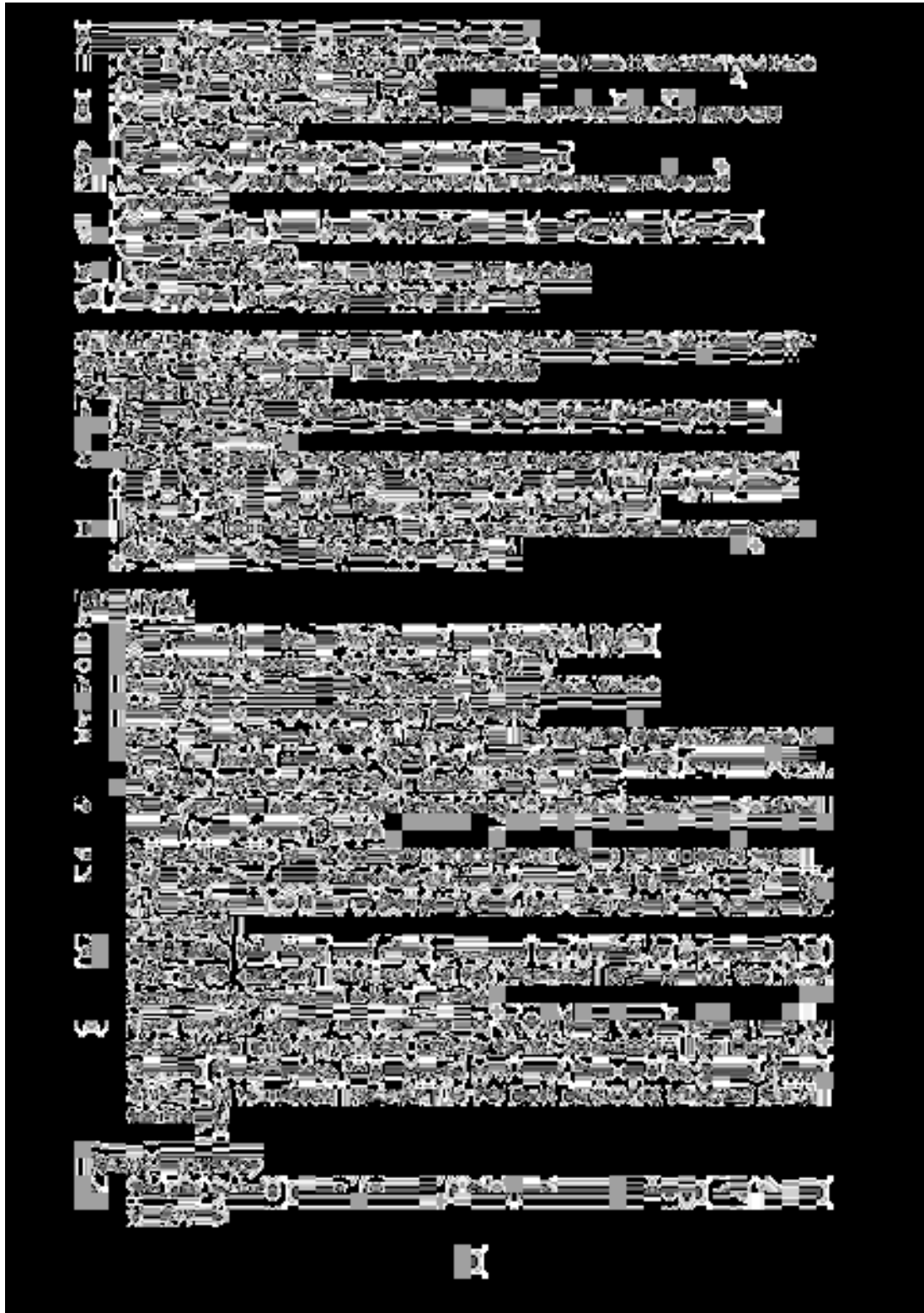
  
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Labour Relations Officer  
  
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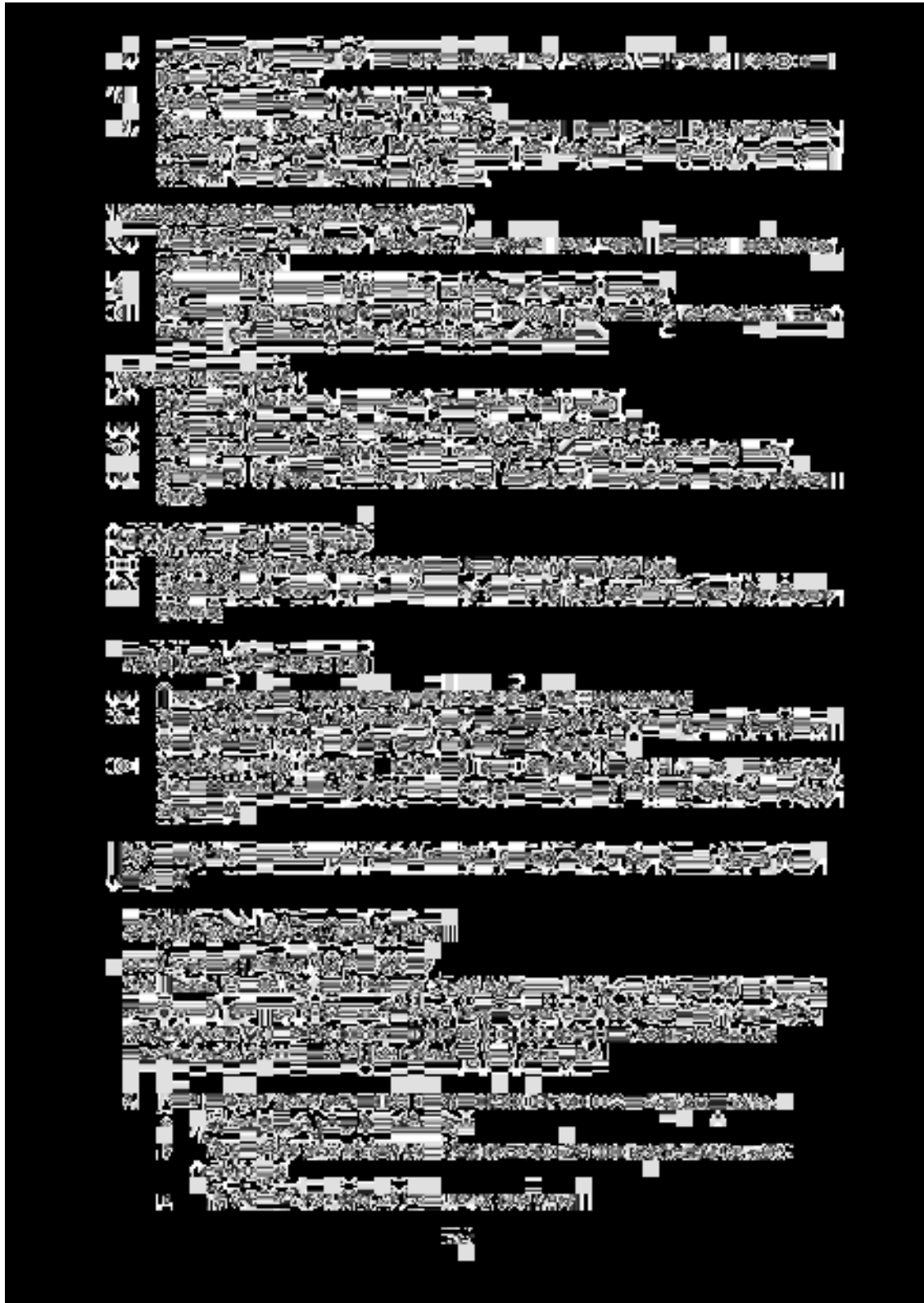
**APPENDIX A – OUTLINE OF BENEFITS  
NURSE PRACTITIONERS / R.N.E.C. (REGISTERED NURSE EXTENDED CLASS)**

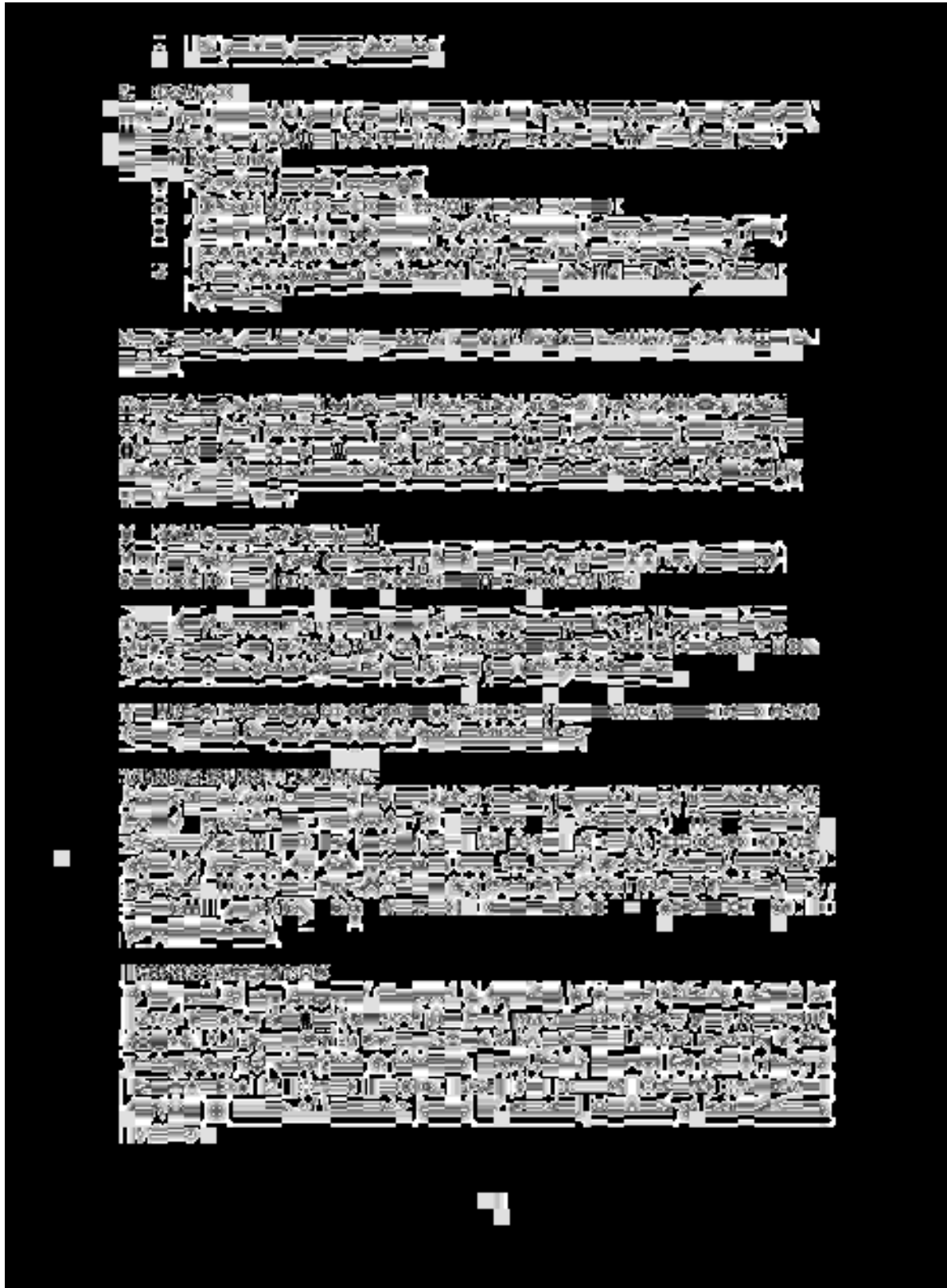


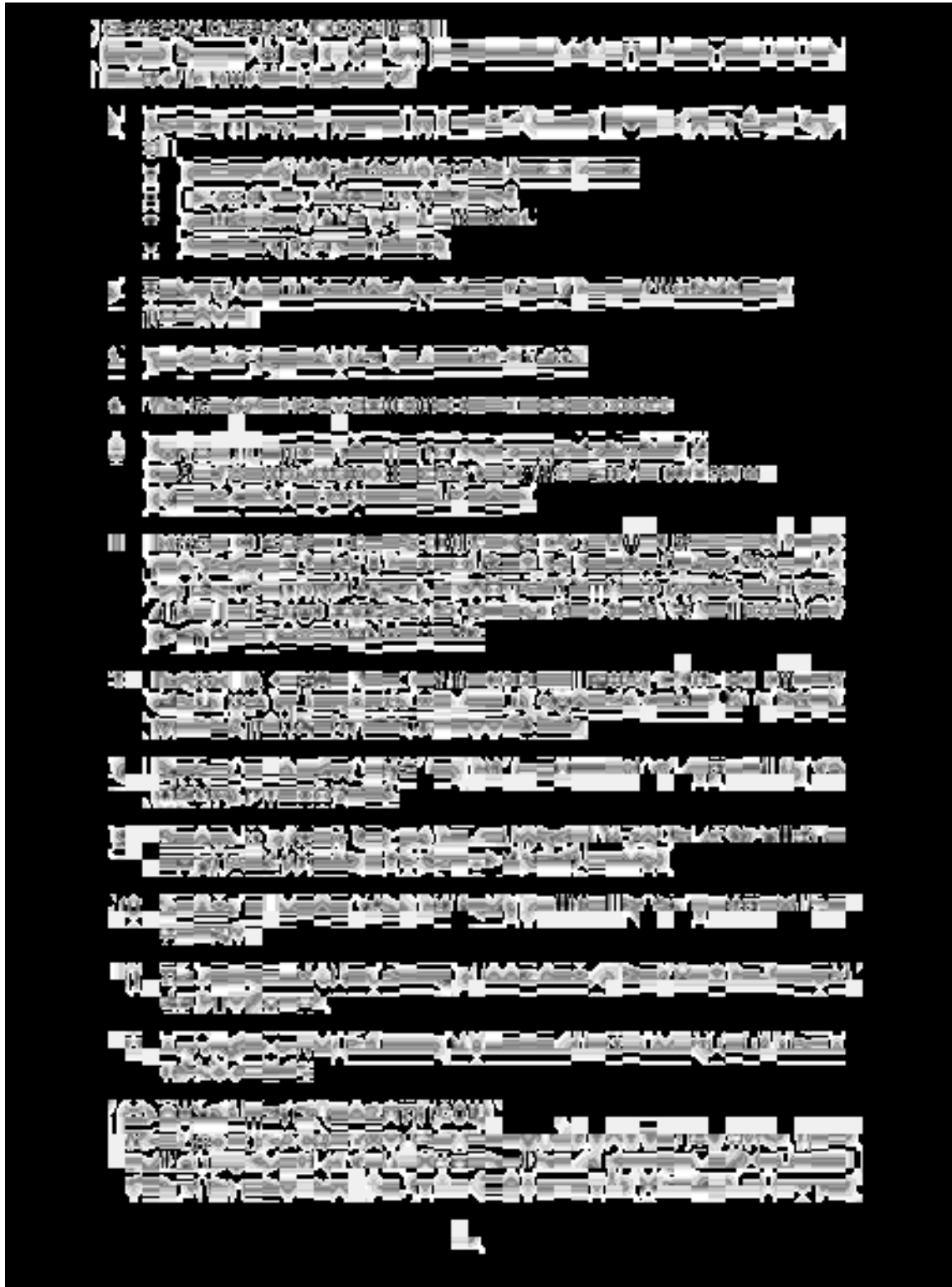


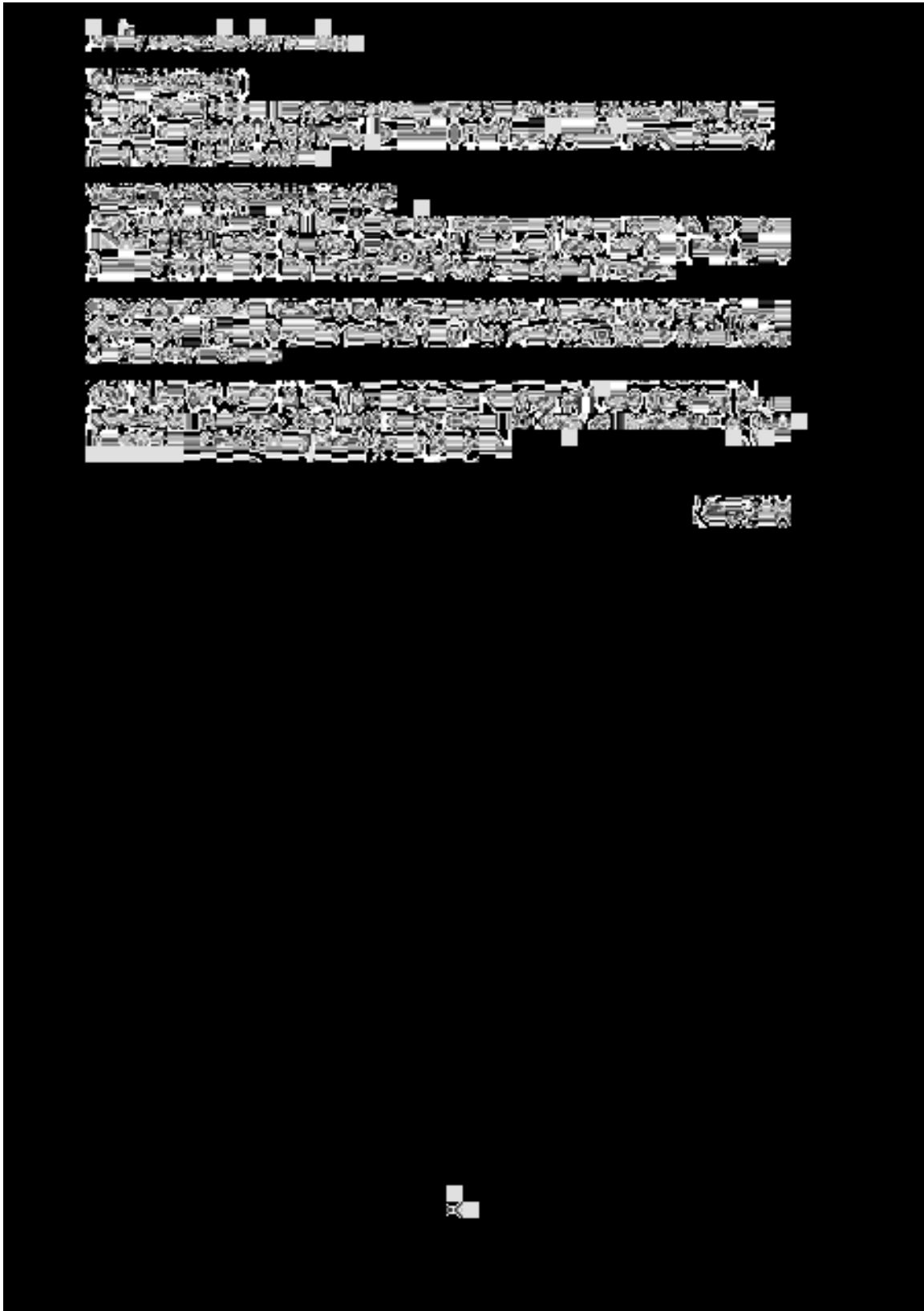












## APPENDIX B

PURSUANT TO ARTICLE G-1(a)ii)

Adult Day Surgery	Renal Unit	Operating Room	Recovery Room	Community Clinics	
0600-1400 hrs	0600-1400 hrs	0730-1530 hrs	0800-1600 hrs	0615-1015 hrs	0730-1200 hrs
0630-1430 hrs	0600-1600 hrs	0900-1700 hrs	0800-1800 hrs	0615-1100 hrs	0730-1330 hrs
0730-1530 hrs	0630-1430 hrs	1000-1800 hrs	0830-1630 hrs	0615-1130 hrs	0730-1530 hrs
0800-1200 hrs	0630-1630 hrs	1530-2330 hrs	0830-1830 hrs	0615-1415 hrs	0800-1200 hrs
0800-1600 hrs	0700-1700 hrs	2330-0730 hrs	0900-1700 hrs	0615-1230 hrs	0800-1600 hrs
0900-1300 hrs	0800-1600 hrs		0900-1900 hrs	0630-1030 hrs	0830-1400 hrs
0900-1700 hrs	0900-1700 hrs		0930-1730 hrs	0630-1100 hrs	0830-1630 hrs
1000-1400 hrs	1100-1900 hrs		0930-1930 hrs	0630-1130 hrs	0900-1700 hrs
1000-1800 hrs	1200-2000 hrs		1000-1800 hrs	0630-1230 hrs	1100-1500 hrs
1100-1900 hrs	1200-2200 hrs		1000-2000 hrs	0630-1430 hrs	1100-1530 hrs
1200-1600 hrs	1400-2200 hrs		1100-1900 hrs	0700-1100 hrs	1130-1530 hrs
1300-2100 hrs	1530-2330 hrs		1400-2200 hrs	0700-1200 hrs	1130-1630 hrs
1500-1900 hrs	1600-2400 hrs		1600-2400 hrs	0700-1230 hrs	1200-1600 hrs
				0700-1300 hrs	1230-1630 hrs
				0730-1130 hrs	

Psychiatry	Intensive Care Unit	Emergency Room	Cath Lab	Diagnostic Imaging	Telemetry
0800-1600 hrs	1100-2300 hrs	0900-2100 hrs	0700-1700 hrs	0800-1600 hrs	1000-1800 hrs
0900-1700 hrs	1100-1900 hrs	1100-2300 hrs	0715-1515 hrs		0800-2000 hrs
1100-2300 hrs		1100-1900 hrs	0730-1530 hrs		1500-1900 hrs
			0730-1730 hrs		1900-2300 hrs
			0745-1545 hrs	<b>IV Team</b>	2000-0800 hrs
			0800-1600 hrs	0730-1530 hrs	
			0800-1800 hrs	0800-1600 hrs	
			0900-1700 hrs		
			0930-1730 hrs		
			1000-1800 hrs		
			1100-1900 hrs		
			1200-2000 hrs		

**NOTE:** The parties agree that an 1100-2300 hour shift, when used on any unit, is other than a day shift.