

**LOCAL APPENDICES TO THE
COLLECTIVE AGREEMENT**

Between:

HOTEL DIEU SHAVER HEALTH AND REHABILITATION CENTER
(hereinafter referred to as "the Employer")

And:

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

EXPIRY: MARCH 31, 2011

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APPENDIX 3

SALARIES/WAGE GRIDS/CLASSIFICATIONS

Effective April 1, 2008	Registered Nurse	Nurse Practitioner	Advance Practice Nurse	Clinical Nurse Specialist	Charge Nurse / Nurse Educator / Geriatric Assessment Nurse	Resource Nurse	Graduate Nurse
Start	27.67	41.55	40.17	37.46	29.57	28.24	26.34
1 Year	28.08	41.89	40.53	37.89	29.93	28.65	
2 Years	28.55	41.89	40.53	37.89	30.31	29.12	
3 Years	29.95	43.07	41.66	39.11	31.73	30.54	
4 Years	31.37	44.37	42.94	40.40	33.17	32.01	
5 Years	33.14	46.68	45.18	42.58	34.92	33.60	
6 Years	34.91				36.68	35.61	
7 Years	36.71				38.48	37.44	
8 Years	39.31	46.79	45.30	42.68	41.15	40.10	
25 Years	40.00	47.50	45.98	43.32	41.87	40.80	

Effective April 1, 2009	Registered Nurse	Nurse Practitioner	Advance Practice Nurse	Clinical Nurse Specialist	Charge Nurse / Nurse Educator / Geriatric Assessment Nurse	Resource Nurse	Graduate Nurse
Start	28.50	42.79	41.38	38.58	30.46	29.09	27.13
1 Year	28.92	43.15	41.74	39.03	30.83	29.51	
2 Years	29.41	43.15	41.74	39.03	31.22	29.99	
3 Years	30.85	44.36	42.91	40.28	32.68	31.46	
4 Years	32.31	45.70	44.23	41.61	34.17	32.97	
5 Years	34.13	48.08	46.54	43.86	35.97	34.61	
6 Years	35.96				37.79	36.68	
7 Years	37.81				39.64	38.56	
8 Years	40.49	48.20	46.65	43.96	42.38	41.31	
25 Years	41.20	48.92	47.36	44.62	43.12	42.03	

Effective April 1, 2010	Registered Nurse	Nurse Practitioner	Advance Practice Nurse	Clinical Nurse Specialist	Charge Nurse / Nurse Educator / Geriatric Assessment Nurse	Resource Nurse	Graduate Nurse
Start	29.36	44.08	42.62	39.74	31.37	29.96	27.94
1 Year	29.79	44.44	42.99	40.20	31.76	30.40	
2 Years	30.29	44.44	42.99	40.20	32.16	30.89	
3 Years	31.78	45.69	44.20	41.49	33.66	32.40	
4 Years	33.28	47.07	45.56	42.86	35.19	33.96	
5 Years	35.15	49.52	47.93	45.17	37.05	35.64	
6 Years	37.04				38.92	37.78	
7 Years	38.94				40.82	39.72	
8 Years	41.70	49.64	48.05	45.28	43.65	42.54	
25 Years	42.44	50.39	48.78	45.96	44.42	43.29	

ARTICLE A – RECOGNITION

The Employer recognizes the Ontario Nurses' Association as the bargaining agent for all Registered and Graduate nurses employed by the Hotel Dieu Shaver Health and Rehabilitation Center in a nursing capacity, save and except Coordinators, Supervisors, Infection Control Nurse, Occupational Health Nurses, Nurse Managers, Head Nurses, Program Managers, Professional Practice Leaders, Case Managers and persons above the rank of each of the foregoing classifications.

ARTICLE B – MANAGEMENT RIGHTS

B-1 The Association recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer. The Association acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, direct, promote, demote, classify, transfer, lay-off, recall, discipline, suspend or discharge nurses provided that a claim of discriminatory promotion, demotion or transfer or a claim that a nurse has been suspended, discharged or disciplined without reasonable cause may become the subject of a grievance and be dealt with as hereinafter provided;
- (c) determine, in the interest of efficient operation and the highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for any service;
- (d) generally to maintain the operation that the Employer is engaged in and without restricting the generality of the foregoing, to determine the number of personnel required, the service to be performed and the methods, procedure and equipment to be used in connection therewith;
- (e) develop, enforce and alter from time to time, reasonable rules and regulations to be observed by the nurses.

B-2 It is agreed that these rights shall be exercised in a reasonable and non-arbitrary manner that is not inconsistent with the express provisions of this Agreement.

ARTICLE C – REPRESENTATION & COMMITTEES

C – 1 Nurse representatives

There shall be five (5) nurse representatives including the Bargaining Unit President, one from each unit and one part-time member.

The Union will provide the employer in writing with the names of the representatives and the areas they represent.

It is understood that there shall be no more than one (1) nurse representative from any one area. The only exception may be in those areas which have a part time nurse representative.

C-2 Grievance Committee

There shall be a Grievance Committee composed of no more than two (2) representatives.

C-3 Fiscal Advisory Committee

There shall be two (2) elected representatives plus the Bargaining Unit President on the Fiscal Advisory Committee. The Association can elect alternates should the elected representatives not be able to attend.

C-4 Hospital/Association Committee

There shall be a Hospital/Association Committee of two (2) members and more members if mutually agreed.

C-5 Negotiating Committee

There shall be a Negotiating Committee that shall be comprised of three (3) nurses including the Bargaining Unit President.

C-6 In the event that a representative is transferred from one area/site of representation to another area/site, such nurse shall continue to be recognized by the Employer as the representative of the area/site from which transferred for a period of one (1) month, for the purpose of handling any union business, except when transferred to a managerial position.

C-7 The interview of newly-hired nurse(s) as required by Article 5.06 will be granted at a time and place to be designated by the Employer. Such interview shall take place during the orientation period. The Employer will advise the Bargaining Unit President or her/his designate, of the date, time and location for such interview at least one (1) week in advance.

The Hospital shall also provide the Association with classification, date of hire and area assigned for each newly hired nurse.

If orientation does not take place within four (4) weeks of hiring, then the Association will be permitted to interview new hires during working hours.

C-8 Health & Safety Committee

In accordance with the Hospital Central Agreement Article 6.05 there will be a Health & Safety committee. The Employer shall recognize one (1) appointed ONA member as a certified worker pursuant to the *Occupational Health and Safety Act*. When a regular member is unable to attend, an alternate will be appointed by the Union.

ARTICLE D – LEAVE OF ABSENCE – ASSOCIATION BUSINESS

- D-1 (a) The Employer shall grant unpaid Leaves of Absence to attend Union business. The aggregate total will be ninety (90) days per year.

There shall be no more than three (3) nurses absent at one time.

In addition, there shall be the flexibility to provide for one (1) additional nurse to be absent.

The Union will give at least fourteen (14) days notice except in extenuating circumstances.

Requests for such leave shall be made to the Employer two (2) weeks prior to the date of the leave of absence; however, such requests shall not be unreasonably denied.

Cancellation of Association leave of absence for Union business requires 24 hours notice to the Employer if the affected nurse is to be returned to her regular tour of duty. Failure to provide adequate notice to nurses affected by such change will not result in premium penalty to the Employer.

- (b) Where requested the Bargaining Unit President will be scheduled on day shifts; if possible. This shall not be unreasonably denied.

- D-2 (a) The Employer will pay the Bargaining Unit President, Local Coordinator or designates at his/her regular straight time hourly rate for all time spent attending meetings with the Employer outside her/his regularly scheduled working hours if such individuals attend such meetings at the request of the employer.

- (b) The nurse must take her/his full vacation entitlement off during the vacation year. If the nurse was a full-time employee prior to becoming the Bargaining Unit President, she/he will continue to be considered full-time. The nurse must take her/his full vacation entitlement off during the vacation year. The nurse will accrue service and seniority as applicable. The Bargaining Unit President will be scheduled five (5) days per week, Monday to Friday day shift and will be paid 75 hours per pay period. The Union will reimburse the Hospital for 37.5 hours per pay period including the cost of benefits or percentage in lieu. It is understood that there shall be no premium payment incurred by the Hospital. The Hospital will bill the ONA local each month for the union's portion.

- (c) Upon completion of a nurse's term of office, she/he shall return to her/his former position. If the nurse's position is eliminated, the nurse shall participate in the layoff process, as set out in the collective agreement.

- (d) Where such application for full-time leave of absence has not been requested, the Bargaining Unit President may request to be scheduled to work Monday to Friday day shifts with weekends off for the term of the her/his office unless otherwise mutually agreed.

Where requested, the Site Vice-Presidents will be scheduled on day shifts, if possible. This shall not be unreasonably denied.

In each of the circumstances above, it is understood that there shall be no premium payment incurred by the Hospital.

ARTICLE E – ILLNESS

E-1 A nurse must notify her/his immediate supervisor or designate on duty at least one (1) hour prior to the commencement of her/his tour if on the day tour and at least four hours if on the afternoon or night tours. It is understood that shifts commencing up to and including 1100 hours are considered day tours for the purpose of this provision.

E-2 When returning to duty from illness or injury the nurse must notify her immediate supervisor or designate on duty of her return to duty at least six (6) hours before the commencement of the tour for which the nurse is booked.

Should the nurse report on duty without providing such notice, the replacement arrangement will hold and the staff member will be asked to return home and he or she will not receive payment for that tour.

MODIFIED WORK

- E-3 (a) The Hospital will provide an updated list of information to the appropriate ONA representative as identified by the union quarterly, including:
- i) Nurses absent from work because of disability who are in receipt of WSIB benefits
 - ii) Nurses absent from work because of disability who are in receipt of Long Term Disability Benefits
 - iii) Nurses who have been absent from work because of disability for more than 23 months
 - iv) Nurses who are currently on a temporary modified work program
 - v) Nurses who are currently permanently accommodated in the workplace
 - vi) Nurse who require temporary modified work
 - vii) Nurses who require permanent accommodation in the workplace
- (b) When it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability, the Hospital will notify and meet with a representative of the Ontario Nurses' Association at a mutually agreeable time to discuss the circumstances surrounding the employee's return to suitable work.
- (c) The Hospital agrees to provide the employee with a copy of the W.S.I.B. Form #7, and/or any other form at the same time as it is sent to the Board.
- (d) The Hospital agrees to inform the nurse in the event that it intends to dispute a claim of work related injury.
- (e) The Employer shall give the nurse the option of a Union Representative in attendance at meetings regarding modified work.

ARTICLE F – SCHEDULING

F-1 Staff from each unit will be involved in collaboration with management when scheduling issues arise. The Site Vice-President and/or Bargaining Unit President **will** be advised of such issues and will attend meetings if requested by the staff.

F-2 The Employer will, in the formulation of working schedules, carry out the objectives set forth below:

(a) (Full-time and Regular Part-time Only)

- i) Work schedules for pre-booked tours are to be posted four (4) weeks in advance in conjunction with the previous two (2) week schedule.
- ii) Schedules shall be posted as soon as possible on the day of the posting and a copy sent to the union upon request.
- iii) Each Unit, except those where self-scheduling is done, will have a master schedule, with a copy provided to the Union, upon request.
- iv) When a master schedule is amended, F-1 will apply.

(b) (Full-time and Regular Part-time Only)

All nurses shall be scheduled two (2) out of four (4) weekends off.

A nurse will receive premium pay, as defined in Article 14.03 for all hours worked on a third consecutive and subsequent weekend, save and except where:

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

(c) (Full-time and Regular Part-time Only)

In the case of changes in assigned shifts in accordance with the schedule, there will be an interval of not less than two (2) consecutive shifts off.

(d) (Full-time and Regular Part-time Only)

The Hospital will avoid scheduling of split tours unless mutually agreed.

(e) (Full-time and Regular Part-time Only)

Nurse will be scheduled four (4) days off in any two (2) week period unless mutually agreed.

- (f) A nurse may exchange her or his scheduled tours of duty with another nurse provided the arrangement is submitted in writing, dated and signed and is approved by the immediate supervisor. Such requests shall not be unreasonably denied. Such changes in scheduled tours will not result in overtime premium.

- (g) (Full-time and Regular Part-time Only)

The Employer will endeavour not to schedule a nurse more than six (6) consecutive days unless agreed to by the nurse. However, no nurse shall be scheduled more than seven (7) consecutive days without days off except by request of or agreement by the nurse. Should a nurse be required to work more than seven (7) consecutive days, the Employer will pay the nurse premium pay as defined in Article 14.03 for each additional day until a day off is scheduled.

- (h) (Full-time and Regular Part-time Only)

Nurses will be scheduled at least six (6) consecutive tours off to be scheduled following scheduled night shifts, unless otherwise agreed to. Should a nurse be required to work with less than six (6) consecutive tours off following night shift, the nurse will be paid in accordance with Article 14.03 of the Collective Agreement for time worked on the first tour of the posted schedule.

- (i) (Full-time and Regular Part-time Only)

Nurses will be scheduled at least 16 hours off between changes of tours.

- (j) (Full-time and Regular Part-time Only)

Consideration for nurses from a particular nursing unit to request a schedule which accommodates specific requests from individual nurses for days/evenings, days/nights, evening/nights, evenings or nights will be in accordance with Article F-1.

When a vacancy becomes established within a unit, a nurse within the unit may request, in writing, the shift combination so vacated. When in the opinion of the Employer, the ability of the nurse(s) applying is suitable; the unit seniority of the nurse shall be the deciding factor.

- (k) (Full-time and Regular Part-time Only)

A weekend is defined as being fifty-six (56) hours off work during the period following the completion of the Friday evening shift and the beginning of the Monday day shift.

- (l) (Full-time and Regular Part-time Only)

The Hospital will endeavour to equitably distribute shift work amongst nurses in a unit working the same shift rotation unless mutually agreeable.

(m) (Full-time and Regular Part-time Only)

The Hospital will endeavour to schedule nurses at least fifty percent (50%) of tours worked on the day shift except where the nurse chooses to work straight shifts, or a greater percentage of shifts.

(n) (Full-time and Regular Part-time Only)

A request form for scheduling will be available in order to allow nurses to put in requests. Requests will be either denied or approved within seven (7) days.

Note: the parties will meet and develop a form that works.

(o) (Full-time and Regular Part-time Only)

Individual lines on a master rotation shall not be changed without prior discussion between the nurse affected and her or his immediate supervisor. Where a nurse has complained to her or his Manager about a schedule and the Union requests a copy of the applicable schedule, the Manager shall provide a copy to the Union.

(p) (Full-time and Regular Part-time Only)

Nurse will not be required to change tours more than twice in seven (7) days.

(q) (Full-time and Regular Part-time Only)

Employees who have been granted permanent evening or night tours will not be rotated except by mutual consent or in order to meet reasonable Hospital staffing requirements or to be assessed or instructed on day tours. Requests for permanent shifts will not be unreasonably denied.

F-3

(a) All nurses will receive at least five (5) consecutive days off, at either Christmas or New Year's, except in areas which normally are not scheduled to work on weekends or paid holidays. Time off at Christmas shall include from 0001 hours December 24th until 0700 hours on December 27th and time off at New Year's shall include from 0001 hours on December 31st until 0700 January 2nd, unless otherwise mutually agreed between the Hospital and the nurse. Nurses working nightshift over the holiday periods shall be scheduled to work December 23, 24, 25 or December 30, 31, January 1.

The normal scheduling regulations may be waived between December 15th and January 10th to enable the Employer to schedule five (5) days off at either Christmas or New Year's. A Nurse shall not be required to work more than the normal weekend commitment during this period if there are other nurses who have not met their commitment to be scheduled.

Nurses will indicate on a list provided by the Hospital their preference for Christmas or New Year's time off and their preference for length of tours over this period by October 1st. The list will be removed by October 15th.

In the event of conflict in preferences indicated by nurses, the conflict will be resolved on the basis of applying:

- i) alternating time off at Christmas and New Year's yearly, and
- ii) seniority where i) above does not resolve the conflict.

Where it is possible to schedule nurses for both Christmas and New Year's off, such nurses will be offered such time according to seniority on a rotational basis from year to year.

The Employer will post the schedule with respect to time off at Christmas and New Year's by November 1st. Any errors or omissions will be corrected and the finalized time will be posted by November 10.

- (b) Nurses may elect to split shifts on a holiday by mutual consent.
- (c) When sixty percent (60%) of the nurses on any unit wish to try an alternative scheduling arrangement for the Christmas/New Year's period, the Employer and the Union agree to meet with the nurses to discuss the arrangement.

F-4 A nurse shall be entitled to a fifteen minute relief period for each half (½) tour and a half (½) hour unpaid lunch away from the area for each 7.5 hour tour.

If a nurse is recalled to the unit during her/his break, additional time shall be provided later in the tour. The two (2) relief periods may be combined into one (1) relief period with the approval of the Hospital.

F-5 Subject to the staffing exigencies of the unit, a nurse shall receive consideration in scheduling to allow her or him to pursue nursing/clinical course(s) to further her or his education, when the nurse:

- i) presents proof of registration in such course(s) when it becomes available;
- ii) such request shall not be unreasonably denied.

F-6 Four Hour Tours of Duty

In accordance with the Collective Agreement, the Employer and the Union agree to the scheduling of four (4) hour tours of duty for part-time nurses working at Hotel Dieu Shaver Health and Rehabilitation Center.

The scheduling of the four (4) hour tours shall comply with all of the scheduling provisions contained in the Local Issues Appendix.

A four (4) hour tour will consist of four (4) paid hours which shall be inclusive of one (1) fifteen (15) minute paid break period.

Where four (4) hour tours are scheduled, all available tours are divided equally amongst the regular part-time nurses scheduled for four (4) hour tours.

No nurse shall be scheduled to work solely on four (4) hour tours in any paid period, unless agreed to by the nurse.

The Employer will notify the Union and provide specifics of the proposed schedule prior to the posting of a four (4) hour tour schedule on any unit.

F-7 Where the Hotel Dieu Shaver Health and Rehabilitation Centre, in consultation with the Union, identifies prescheduled casual hours, these hours shall be posted as full time and/or regular part-time hours.

F-8 Extended Tours

Extended tours shall be introduced into any unit when:

- (a) Seventy percent (70%) of the nurses in the unit so indicate by secret ballot; and
- (b) The Hospital agrees to implement the extended tours. Such agreement shall not be withheld in an unreasonably arbitrary manner.
- (c) When less than seventy percent (70%) of the staff in a particular unit vote, as outlined in Article F-8 (a) in favour of extended tours by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination of extended and normal (7.50 hour) tours in a particular unit.

F-9 Extended tours may be discontinued in any unit when:

- (a) Seventy percent (70%) of the nurses in the unit so indicate by secret ballot; or
- (b) The Hospital, in consultation with the Union, determines that
 - i) There is an adverse effect on patient care, or
 - ii) There is an inability to provide a workable staffing schedule,and the Hospital states its intention to discontinue the extended tours in the schedule.

F-10 When notice of discontinuation is given by either party in accordance with F-9 above, then:

- (a) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
- (b) Where it is determined that the extended tours or combination of extended tours and normal (7.50 hour) tours will be discontinued, affected nurse shall be given ten (10) weeks notice before the schedules are so amended.

F-11 Nurses shall receive two (2) out of four (4) weekends off, from the completion of the Friday day tour to the commencement of the Monday day tour.

F-12 A nurse will receive premium pay as defined in Article 14.03 for all hours worked on the third and subsequent consecutive weekend until a weekend is scheduled off, save and except where:

- (a) Such weekend has been worked by the nurse to satisfy specific days off required by such nurse; or
 - (b) Such nurse has requested only weekend work; or
 - (c) Such weekend is worked as the result of an exchange of shifts with another nurse.
- F-13 In the event of an extended tour trial, such trial period shall be six (6) months, unless otherwise agreed. Such trial period may be terminated by either party upon at least ten (10) weeks written notice to the other.
- F-14 No nurse shall be required to work more than three (3) consecutive extended tours unless mutually agreed between the nurse and the Employer. When the employer requires an employee to work a fourth (4th) consecutive tour, regardless of whether the tour is 11.25 or 7.5 hours, premium pay shall be paid for the fourth (4th) consecutive and subsequent extended tour or any hours in excess of 33.75 consecutive hours until a day off is scheduled.
- F-15 It is understood that the unpaid meal period may be away from the area.
- (a) If a nurse is recalled to the unit during her/his break, additional time shall be provided later in the tour. The two (2) relief periods may be combined into one (1) relief period with the approval of the Hospital.
 - (b) The Employer will, in the formulation of working schedules, carry out the objectives set forth below:
 - i) Work schedules for pre-booked tours are to be posted four (4) weeks in advance in conjunction with the previous two (2) week schedule.
 - ii) Schedules shall be posted as soon as possible on the day of the posting and a copy sent to the Union upon request.
 - iii) Each Unit, except those where self-scheduling is done, will have a master schedule, with a copy provided to the Union, upon request.
 - iv) When a master schedule is amended, F-1 will apply.
 - (c) Prior to altering the starting and finishing time in a unit, or introducing different shifts, the Bargaining Unit President shall be notified and the nurses in the unit consulted.
- F-16 A nurse may be permitted to exchange her or his scheduled hours of work with another nurse provided the arrangement is submitted in writing to and is approved by the Manager concerned. Such exchanges shall not result in premium payment.
- F-17 A minimum of four (4) consecutive tours off shall be scheduled following scheduled night shifts unless otherwise agreed. Should the nurse be required to work with less than (4) consecutive tours off following night shifts, she will be paid in accordance with Article 14.03 of the Collective Agreement for time worked on the first tour of the posted schedule.

- F-18 A minimum of (12) hours off shall be scheduled between tours of duty.
- F-19 Nurses working extended tours, who so request, shall be granted permanent night tours and will not be rotated except by mutual consent or in order to meet reasonable Hospital staffing requirements or to be assessed or instructed on day tours. Requests for permanent shifts will not be unreasonably denied.
- F-20 The Hospital will avoid scheduling of split tours unless mutually agreeable.

F-21 JOB SHARING (Full-time and Regular Part-time Only)

The introduction of job sharing arrangements in a 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.

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 Articles F and K of the Collective Agreement which sets out scheduling.
- (b) Total hours worked by the job sharers shall equal one (1) full-time position. Job sharers will have the option of determining between themselves which partner will work on a scheduled tour; however, all scheduled tours must be covered. Such schedules will not be unilaterally imposed or changed by the Employer, but once the schedules are posted they will not be changed without the permission of the supervisor in the area concerned. Such permission will not be unreasonably withheld.
- (c) When one or both job sharers work over Christmas, neither can be required to work over New Year's, and vice versa unless mutually agreed otherwise.
- (d) 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.
- (e) Each job sharer may exchange shifts with her or his partner as well as other employees as provided by the Collective Agreement.
- (f) Coverage
 - i) It is expected that both job sharers will cover each other's incidental illnesses, vacation and any short term leaves of up to thirty (30) days duration. Where the job sharers agree to cover for vacation, they will not be part of the vacation quota in their unit. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified. Job sharers are not required to cover for their partner in the case of prolonged or

extended absences over thirty (30) days. Job sharers shall be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on tours that would not result in premium payment or on shifts where their partner is not scheduled to work, unless requested by the employer and agreed to by the nurse.

ii) Vacation, Maternity Leave and other Leaves pursuant to Article 11 of the Central 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 in advance at least two (2) weeks prior to the leave commencing. Job sharers are not required to cover for their partner in the case of prolonged or extended absences exceeding thirty (30) days or Union leaves.

(g) Implementation

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

(h) 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 provided the nurses' application for such has been approved by the Hospital. The other half of the job sharing position will be posted and selection will be made on the criteria set out in Article 10 of the Collective Agreement.

(i) If one of the job sharers leaves the arrangement, her or his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position and be posted as such. The remaining employee will have the option of continuing the full-time position or reverting to a regular part-time position. If she or he does not continue full-time, the position must be posted according to the Collective Agreement.

(j) Discontinuation

If one of the job sharers leaves the arrangement either party may discontinue the job sharing arrangement with ninety (90) days' notice and (i) above shall apply. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

F-22

Re: Regarding RPT Scheduling

Whereas the Parties wish to agree to RPT scheduling, therefore, it is agreed that:

A. RPT "A" nurses must be available to work in accordance with the master schedule which is regular and pre-determined. Such scheduling regulations will be in accordance with Article F and K, Hours of Work.

B. RPT "B" nurses are available to work as follows:

(a) 44 weeks of the year including December and July or August.

No more than 50% of RPT "B" nurses may make themselves not available in any one month. If there is a conflict in the non-availability indicated by nurses, the conflict will be resolved on the basis of applying:

1. Alternating July and August each year and on a rotational basis for other months.
2. Seniority where 1 does not resolve the conflict.

If a RPT "B" nurse is unavailable for a period of one week or more, the nurse must submit this information to the employer, within the time frame of the vacation request process as outlined in Article L – Vacation. For information purposes. (Paragraph D does not apply).

(b) Available 2 out of 4 weekends.

(c) Available 45 hours/pay of which at least 50% must be shift.

(d) Indicate preference for 2 out of 3 shifts.

(e) Available Christmas (Christmas Eve, Christmas Day, Boxing Day) or New Year's (New Year's Eve, New Year's Day, January 2). Nurses working nightshift over the holiday periods shall be scheduled to work December 23, 24, 25 or December 30, 31, January 1.

(f) Available for 3 other stats in addition to (e) above in conjunction with the weekend where applicable.

C. Scheduling of RPT "B" nurses will be done based on availability on an equitable basis starting with seniority.

D. If all RPT "B's" on a given unit indicate non-availability for the same day or shift and have not met their commitment thus resulting in the Employer's inability to cover that shift, the shift will be offered to RPT "B" nurses as in K and M. If no RPT "B" is available to cover that shift, it will be offered to a CPT. If CPT are unable to cover, a RPT "B" nurse from that unit will be scheduled on a rotating basis based on reverse seniority.

E. After the schedule has been posted, the nurse will have no obligations to availability except as scheduled.

Additional Shift Scheduling

F. A RPT "B" nurse who is scheduled for less than 45 hours per pay on her unit will be offered additional shifts based on availability and on an equitable opportunity basis starting with seniority, up to 45 hours per pay.

- G. (a) When all RPT "B" nurses on a unit have been given the opportunity to work up to 45 hours per pay, additional shifts will then be offered to all RPT nurses on a unit (includes RPT "A", RPT "B" and Job Sharer on a unit) based on availability, on an equitable opportunity basis, starting with seniority up to 75 hours per pay.
- (b) A Job Sharer may be scheduled to work additional shifts only when her/his Job Share partner is not scheduled to work. Any last minute call-in for a Job Sharer is permitted.
- H. This agreement applies to RPT nurses in job sharing positions; however, the scheduling procedure is limited to the restrictions set out in Article N – Job Sharing.
- I. A refused shift where a nurse has indicated availability is deemed to be an offer of work.
- J. If a replacement is required within 48 hours, a shift will be deemed to be offered whenever a call is placed.
- K. Additional shifts after G above will be offered to RPT nurses who are qualified to perform the work within the hospital who have indicated availability for additional shifts on that unit, based on availability, on an equitable opportunity basis starting with seniority.
- L. If a nurse has not indicated his/her unavailability in the manner prescribed by the Hospital, he/she shall be deemed to be available for all shifts during the period.
- M. Qualified casual part-time nurses will be offered shifts based on an equitable opportunity basis where no RPT registered nurses are available.
- N. It is understood that the Hospital will not be required to offer tours, which would result in overtime premium pay.
- F-23 a) Definition
- A fulltime float is a nurse who works full time hours on more than one unit within the Hospital.
- b) Job Posting
- The job posting will clearly indicate the units where the float nurses will be assigned. If the posting involves a temporary opportunity, such conditions and expected duration of such assignment will be indicated on the posting.
- c) Guidelines
- i) The Float Nurse shall have a home unit for the purposes of seniority and service related matters (i.e. layoffs, bumping, and communication of mail, payroll, etc.)
- ii) The Float Nurses will be scheduled on a Master rotation.

- iii) Orientation will be individualized for the units of assignment and any issues arising will be discussed between the float nurse and the Unit Managers.
- iv) Vacation quotas for the Float Nurse are separate from the units to which they are floating.

F-24 Reassignment of Staff in Accordance with Article 10.08

Where reassignment of a nurse is required due to a staffing shortage or in an emergency, it will be in accordance with Article 10.08 and the process will be implemented as follows:

- a) Nurses on the unit on the shift to be reassigned shall be given the opportunity to volunteer for the reassignment. If more than one nurse volunteers, it will be the senior nurse who is reassigned subject to c) below.
- b) If no nurse on the unit on the shift volunteers, then the most junior nurse on that unit on that shift shall be reassigned.
- c) It is understood that nurses who volunteer or are designated the reassignment, will only be reassigned to work they are qualified to perform in the area of reassignment.
- d) Unless determined as reasonably necessary by the Hospital, permanent charge nurses, nurses in charge that shift, preceptors and mentors with a student or with a new employee that day, or nurses who have not completed their initial Hospital orientation will not be reassigned.
- d) A written document will be developed and posted on each unit to communicate to the nurses this process.

ARTICLE G – STANDBY

- G-1 (a) The Employer will notify the Bargaining Unit President or designate prior to initiating ongoing standby assignments on any unit.
- (b) Scheduled standby assignments will be distributed as equitably as possible amongst the nurses in any unit utilizing standby.
- G-2 Standby assignments shall be posted at the same time as the tours of duty schedules. Nurses shall be permitted to exchange their standby assignments.
- G-3 (a) Except in the OR/Recovery Room units, where nurses are not scheduled to work weekends, nurses will not be scheduled for standby on a scheduled day off or scheduled on a weekend off, unless mutually agreed between the nurse and the Employer.
- (b) When a nurse is scheduled for standby on a weekend and is called into work, she or he is considered to be “working” the weekend.
- G-4 Nurses scheduled for standby shall be provided with beepers.
- G-5 The Employer will endeavour to make available a room for nurses scheduled for standby.

- G-6 Standby scheduled will not be reassigned without consultation with the nurse whose schedule is being changed.
- G-7 Standby will not be scheduled on a night before a scheduled day shift unless otherwise agreed to by the nurse.
- G-8 Where a nurse has been called in from standby and worked the hours after 2400 hours, such nurse will be allowed leave without loss of earnings until she/he has eight (8) hours off unless she or he does so by mutual agreement between the nurse and the Employer.

ARTICLE H – PAID HOLIDAYS

- H-1 The following shall be recognized as paid holidays:

New Year's Day	Civic Holiday
3 rd Monday in February - Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1 st)	Boxing Day

- H-2 (Full-time Only)

Lieu days shall be granted and scheduled at a mutually agreeable time. Such day must be taken within sixty (60) days before or after the holiday, or payment will be made in accordance with Article 15.03. If the reason the day is not taken is due to staffing requirements, this time frame will be extended by mutual agreement. Nurses who work extended tours may bank 3 stats and use these to take two extended shifts off.

- H-3 (Full-time and Regular Part-time Only)

When an employee is scheduled off on a paid holiday which occurs on a Monday or a Friday, the Hospital will endeavour to schedule the employee off the Saturday and Sunday in conjunction with such holiday. When an employee is scheduled to work on a paid holiday which occurs on a Monday or a Friday, the Hospital will endeavour to schedule the employee to work the Saturday and Sunday.

- H-4 (Full-time Only)

If any of the above mentioned holidays occur on a full-time employee's day off or during an employee's vacation, another day off in lieu thereof will be granted as agreed upon by the employee and her or his immediate supervisor.

ARTICLE I – PREMIUM PAYMENT/OVERTIME

- I-1 When full shifts, on a Unit, that incur overtime payment are offered, they will be offered within that Unit, by seniority first to full-time nurses on a rotating basis, then to regular part-time nurses on a rotating basis and then to casual part-time nurses on a rotating basis. However, the Hospital is not required to offer an

opportunity to work overtime hours over the same period that a nurse has previously rejected an opportunity to work or if weekend premium is triggered.

I-2 (Full-time and Regular Part-Time)

Entitlement for all nurses to lieu time as provided for in Article 14.09 shall be scheduled at a mutually acceptable time but in any event shall be taken within the fiscal year unless mutually agreed otherwise. Nurses may accumulate to a maximum of thirty-seven point five (37.5) hours in his/her bank at any time.

ARTICLE J – MISCELLANEOUS

J -1 The Hospital shall provide a locked bulletin board in a centrally visible place mutually determined by the Union and the Hospital for the posting of Union business. A small space will be provided on the bulletin board on each unit with mutual agreement of the Employer and the Union. The Union will endeavour to have all such notices signed by the Director of Corporate Services or designate prior to posting.

J-2 Payroll Policies (Full-Time and Part-Time)

(a) Pay will be deposited directly into the nurse's bank account on every second Thursday but may be delayed until Friday due to circumstances beyond the reasonable control of the Hospital. Each nurse will be provided with an itemized statement of his or her wages, deductions and premiums.

(b) Any earnings omitted on a pay of four (4) hours pay or greater which is not caused by a nurse coding improperly, shall be paid to the nurse, if requested, by manual cheque the Friday of the pay week so long as it is brought to the attention of the Finance Department by the nurse no later than 12 noon of that Friday. If the noon deadline is missed, the omitted earnings will be included in the next regular pay deposit. Exceptions may be considered on a case by case basis.

(c) (Part-Time Only)

Statement of pay shall include the percentage at which payment in lieu of benefits is being calculated.

J-3 On the request of the nurse, the Employer will provide each nurse, on termination of employment, with a signed statement indicating the following:

1. Term of Employment – start and termination dates and hours worked;
2. Current Grid Level and Hourly Rate;
3. Areas of Assignment.

J-4 Prepaid Leave Plan (as outlined in Article 11.11)

On September 1st of each year or such other time as mutually agreed between the nurse and Hospital, the Hospital will allow a nurse to enter the pre-paid leave

plan as outlined in Article 11.11. A nurse wishing to enter the plan will submit her/his written request to the Director of Corporate Services or designate.

The maximum number of nurses that may be absent at any one time is two (2) from the Employer agency.

J-5 The Employer shall notify the Union in writing of the name of Employer representatives and/or committee members and the managers and where they may be located as well as the effective date of their respective appointments.

J-6 When a nurse is transferred to another unit, for one tour or less, such transfer shall be assigned if there are no volunteers, on the basis of ability to perform the work available and seniority, with casuals being transferred first. In the absence of the Nurse Manager, the charge nurse shall be responsible for designating the nurse to be transferred.

J-7 If the Hospital knows in advance that a nurse will be transferred to a different unit on reporting to work, the Hospital will endeavour to contact the nurse prior to reporting.

J-8 The employer agrees that with future permanent transfer of programs or services, the Union will be provided with ninety (90) days' notice.

J-9 Temporary Opportunities

Full-time Nurses may be considered for temporary full-time vacancies at the discretion of the hospital.

ARTICLE K – VACATION (FULL-TIME AND REGULAR PART-TIME ONLY)

K-1 Vacation may be taken in weeks, single days or multiples thereof. The employer will consider on a case by case basis requests by nurses for vacation in hours based on a minimum four (4) hour timeframe for professional development or occasional personal needs. These requests shall not be unreasonably denied. It is understood that a vacation week coincides with the nurses' scheduled work week.

K-2 Full-time and part-time vacation quotas shall be separate. Vacation quotas shall be established by the Hospital. Vacation quotas shall not be unduly restrictive.

K-3 Vacation Request Process

In scheduling vacations in each unit or area, requests for vacation by nurses performing similar duties shall be given consideration by seniority provided that they indicated their preference(s) as follows:

Summer Period

For the vacation period June 1 to December 15 of each year the manager will post a vacation request sheet no later than December 31 of the previous year. This request sheet will remain posted until the following February 1. The senior half of the staff in each unit or area must submit their request for vacation no later than January 21. The junior half of the staff in each unit or area must

submit their request for vacation no later than February 1. The manager will post the approved vacation list by the following March 1.

Winter Period

For the vacation period January 10 to May 31 of each year the manager will post a vacation request sheet no later than September 1 of the previous year. This request sheet will remain posted until the following October 1. The senior half of the staff in each unit or area must submit their request for vacation no later than September 21. The junior half of the staff in each unit or area must submit their request for vacation no later than October 1. The manager will post the approved vacation list by the following November 1.

Requests for vacation outside of the above noted time periods must be submitted by the nurse, in writing, to their manager, and the manager will respond. These requests will be considered on a "first come, first served" basis.

The above process applies to full time and regular part-time "A" nurses.

Note: Regular part time "B" nurses must submit, in writing, to their clinical manager periods of non-availability of one week or more within the time frames described above. For reference purposes, a RPT "B" nurse's non-availability periods are outlined within the Memorandum of Agreement entitled "Regarding RPT scheduling", set out in the Local Appendix of the collective agreement. Failure to submit a period of non-availability within the time frames described above will be construed as being available. If a nurse has not submitted her unavailability in the manner described above, she shall be considered to be available for all shifts.

For the purposes of clarity requests for partial weeks or single days of vacation shall be considered a week for purposes of the limit on vacation in the months of July and August, as set out in Article K-4 of the Local Appendix to the collective agreement.

- K-4 In July and August, no more than three (3) weeks will be granted to any one (1) individual nurse. The Hospital may grant more than three (3) weeks to an individual nurse in extenuating circumstances. It is agreed that the granting of such additional vacation to an individual in extenuating circumstances will not alter any approved vacation requests.
- K-5 Vacation may not be taken between December 15th and January 10th. Vacation during this period may be permitted on an exception basis based on the operational needs of the Hospital.
- K-6 Part-time nurses transferring to full-time status will be given the option of having their vacation paid out in cash at the time of transfer or converting to accumulated vacation days to be taken in accordance with the provisions of this agreement.
- K-7 Vacation pay for regular part-time and casuals shall be paid out on the first pay period in **July** of each year.

ARTICLE L – SENIORITY

- L-1 A copy of the Full-Time and Part-Time nurses seniority list shall be filed with the Bargaining Unit President and posted by the first (1st) Monday in June and by the first (1st) Monday in December of each year.

ARTICLE M – EDUCATION AND PROFESSIONAL DEVELOPMENT

M-1 LEAVE FOR PROFESSIONAL DEVELOPMENT

The Employer shall provide each nurse one (1) paid professional development day per calendar year. The professional development day will be developed and presented by the hospital and may include re-certification. If the nurse is unable to access the professional development day in any given year as a result of the Hospital's inability to replace him/her, the day may be carried over. Nurses may also apply for funded educational opportunities through the Employer's education fund.

Note: The Employer agrees that if the Davies Board of Arbitration awards superior professional development days' language, that the Employer will agree to that language in the next round of local bargaining.

ARTICLE N – BENEFITS

- N-1 Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in Article 17.01 (h) will provide advance payments of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process.

It is understood that any transaction would be dated the first of each and every month.

The Employer will notify the Union of the benefit costs for retired nurses in April of each year, and each time the benefit costs are renegotiated by the Employer.

Note: The Employer agrees to provide the costing for each health benefit for ONA's review with our RPT members.

ARTICLE O – VIOLENCE IN THE WORKPLACE

Re: Violence in the Workplace

- O-1 The Employer and Association agree that no form of verbal, physical, sexual, racial or other abuse of nurses will be condoned in the workplace. Any nurse who believes the situation to be abusive shall report this to the immediate supervisor and/or her/his designate who will make every reasonable effort to rectify the abusive situation.

- O-2 The Hospital shall endeavour to notify the Union and the Joint Health and Safety Committee within twenty-four (24) hours of a critical violent incident and within ninety-six (96) hours of other violent incidents subsequent to the incident coming

to the attention of the immediate supervisor and/or his/her designate of any nurse who has been assaulted while performing her work. The assaulted nurse may choose to have her or his name remain confidential. Such information shall be provided to the Union in writing as soon as possible. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.

- O-3 When a nurse, in the exercise of her or his functions, suffers damage to her or his personal belongings (clothing, watch, glasses, contact lenses or other prosthesis, etc.), the Employer shall provide for replacement or repair at no cost to the nurse. The nurse will endeavour to present her or his claim to the Employer within seven (7) days after the event, unless it was impossible for her or him to do so during this period.
- O-4 The Employer shall ensure that any nurse involved in an abusive/violent/traumatic situation will be provided with a debriefing session and, if required, will be accommodated. Critical incident stress debriefing and post traumatic counselling shall be made available for any nurse who has suffered as a result of workplace violence.
- O-5 The Hospital, in consultation with the Joint Health And Safety Committee, will review and update its risk assessments as necessary to determine its policy, equipment and training needs. The Hospital agrees to provide training and information on the prevention of violence to employees on a yearly basis. Such training will be documented and the participant list provided to the Union annually.
- O-6 The Hospital 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 support to employees who have faced violence. The policies and procedures shall be part of the Hospital's health and safety policy and written copies shall be provided to each employee. Prior to implementing changes to these policies, the Hospital agrees to consult with the Union.

LETTER OF UNDERSTANDING

Between:

HOTEL DIEU SHAVER HEALTH AND REHABILITATION CENTER
(hereinafter referred to as "the Employer")

And:

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

Re: Bargaining Unit President

The Employer agrees to provide:

- (a) Computer access and access to e-mail for the Bargaining Unit President if requested when available; Use of e-mail will be in accordance with Hospital policy.
- (b) Space for a locked file cabinet; and
- (c) Voice mail for Bargaining Unit President through a separate extension.

DATED at St. Catharines, Ontario this 8th day of Sept, 2008.

FOR THE HOSPITAL:

[Signature]
[Signature]
[Signature]

FOR THE UNION:

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

LETTER OF UNDERSTANDING

Between:

HOTEL DIEU SHAVER HEALTH AND REHABILITATION CENTER

(hereinafter referred to as "the Employer")

And:

ONTARIO NURSES' ASSOCIATION

(hereinafter referred to as "the Union")

Re: Uniform Allowance

The Parties agree to continue to comply with issues relating to uniform allowances for nurses currently working:

The Employer will pay a uniform allowance of one dollar and fifty cents (\$1.50) per day to a full-time nurse. A part-time nurse shall receive a uniform allowance of fifteen cents (15¢) per day worked. This only applies to those nurses employed by the Employer prior to July 1, 1975.

DATED at *St. Catharines*, Ontario this *8th* day of *Sept*, 2008.

FOR THE HOSPITAL:

L. Ray

J. Roberts

R. Reid

FOR THE UNION:

Linda Jaster

Labour Relations Officer
Christine Lee

Mandy McPherson

LETTER OF UNDERSTANDING

Between:

HOTEL DIEU SHAVER HEALTH AND REHABILITATION CENTER
(hereinafter referred to as "the Employer")

And:

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

Re: Patient Lift and Transfers/Ergonomic Environment

1. The Hospital agrees to put in place a policy and procedure regarding patient lift and transfers and ergonomic workplace assessments.
2. The policies and procedures will be reviewed by the Joint Occupational Health and Safety Committee in accordance with the legislation and more frequently if the Employer determines, in consultation with the Joint Occupational Health and Safety Committee that more frequent review is required based on employee incidents and/or changes in current knowledge and/or practice.
3. The Hospital agrees to provide training and information on the policies and procedures during a new employee's orientation and on a regular yearly basis thereafter.
4. The Joint Occupational Health and Safety Committee will review compliance of the policies and procedures during their physical inspections of the workplace.

DATED at St. Catharines Ontario this 8th day of Sept, 2008.

FOR THE HOSPITAL:

[Signature]
[Signature]
[Signature]

FOR THE UNION:

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