

**LOCAL APPENDICES TO THE  
COLLECTIVE AGREEMENT**

Between:

**LEAMINGTON DISTRICT MEMORIAL HOSPITAL**  
(hereinafter referred to as "the Hospital")

And:

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

**Expiry: March 31, 2011**

**APPENDIX 3 – SALARY SCHEDULE**

<b>Effective April 1, 2008</b>					
	<b>Registered Nurse</b>	<b>Nurse Practitioner</b>	<b>Charge Nurse / Discharge Planner / Clinical Resource Nurse / Professional Practice Leader</b>	<b>Patient Educator/ Mental Health Resource Nurse</b>	<b>Graduate Nurse</b>
Start	27.67	33.21	28.84	28.50	26.01
1 Year	28.08	33.70	29.27	28.93	26.40
2 Years	28.55	34.26	29.75	29.41	26.83
3 Years	29.95	35.94	31.21	30.85	28.16
4 Years	31.37	37.64	32.69	32.31	29.49
5 Years	33.14	39.77	34.54	34.13	31.15
6 Years	34.91	41.89	36.37	35.95	32.81
7 Years	36.71	44.05	38.25	37.81	34.51
8 Years	39.31	47.16	40.96	40.48	36.95
25 Years	40.00	48.00	41.68	41.20	37.60

<b>Effective April 1, 2009</b>					
	<b>Registered Nurse</b>	<b>Nurse Practitioner</b>	<b>Charge Nurse / Discharge Planner / Clinical Resource Nurse / Professional Practice Leader</b>	<b>Patient Educator/ Mental Health Resource Nurse</b>	<b>Graduate Nurse</b>
Start	28.50	34.20	29.70	29.35	26.79
1 Year	28.92	34.71	30.15	29.80	27.19
2 Years	29.41	35.29	30.64	30.29	27.64
3 Years	30.85	37.02	32.15	31.78	29.00
4 Years	32.31	38.77	33.67	33.28	30.37
5 Years	34.13	40.97	35.57	35.16	32.09
6 Years	35.96	43.15	37.47	37.03	33.80
7 Years	37.81	45.37	39.40	38.94	35.54
8 Years	40.49	48.58	42.19	41.70	38.06
25 Years	41.20	49.44	42.93	42.43	38.73

<b>Effective April 1, 2010</b>					
	<b>Registered Nurse</b>	<b>Nurse Practitioner</b>	<b>Charge Nurse / Discharge Planner / Clinical Resource Nurse / Professional Practice Leader</b>	<b>Patient Educator/ Mental Health Resource Nurse</b>	<b>Graduate Nurse</b>
Start	29.36	35.23	30.59	30.23	27.59
1 Year	29.79	35.75	31.05	30.69	28.01
2 Years	30.29	36.34	31.56	31.20	28.47
3 Years	31.78	38.13	33.11	32.73	29.87
4 Years	33.28	39.94	34.68	34.27	31.28
5 Years	35.15	42.19	36.64	36.21	33.05
6 Years	37.04	44.44	38.59	38.14	34.81
7 Years	38.94	46.73	40.58	40.11	36.61
8 Years	41.70	50.04	43.45	42.95	39.20
25 Years	42.44	50.92	44.22	43.71	39.89

NOTE: The differential between the Registered Nurse and Nurse Practitioner wage rate is  $(n + 20\%)$ .

The differential between the Registered Nurse and Charge Nurse, Discharge Planner, and Clinical Resource Nurse wage rates is  $(n + 4.21\%)$ .

The differential between the Registered Nurse and Patient Educator, and Mental Health Resource Nurse wage rates is  $(n + 3\%)$ .

The differential between the Registered Nurse and Graduate Nurse wage rate is  $(n \times 0.94)$ .

**APPENDIX 4****SUPERIOR CONDITIONS****SUPERIOR BENEFITS AWARDED BY THE CENTRAL  
ARBITRATION AWARD DATED OCTOBER 23, 1981**

Clause # Central Award (Full-time)	Applicable Clause from Existing Collective Agreement October 1, 1978 – September 30, 1980.
10.04 NOTE	<p>11.06 (a) "Continuous Service" shall mean unbroken employment and shall include the following:</p> <p>Vacation and Holidays</p> <p>Scheduled days off</p> <p>Approved leave of absence without pay (except leave of absence due to pregnancy)</p> <p>Absence because of illness or injury for a period of up to one (1) year.</p> <p>Suspension</p>

This superior benefit applies to Nurses employed October 23, 1981 while continuously employed by the Hospital.

19.09	Schedule A – No. 6
	Educational Increments
	The following educational increments shall be applicable to all Registered Nurses:
	<p>Special courses with a certificate of not less than three (3) months approved by the Director of Nursing in writing or CHA/CNA Nursing Unit Administration Course or equivalent – \$20.00 per month</p>
	A one (1) year University Diploma in Nursing – \$40.00 per month
	B.Sc in Nursing – \$80.00 per month
	Master's Degree in Nursing or Nursing Education – \$120.00 per month

**SUPERIOR BENEFITS AWARDED BY THE CENTRAL  
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15.01 NOTE	<p>Schedule C NO. 9</p> <p>Statutory and Civic Holidays</p> <p>If a part-time Nurse works on a holiday referred to in Paragraph 15.01 of this Agreement, she/he shall be paid at time and one-half (1½) her/his regular straight time hourly rate for all hours worked on such holiday. Where in addition she/he is required to work additional hours following her/his full tour on that day (but not including hours on a subsequent regularly scheduled shift for such Nurse) she/he shall receive two (2) times her/his regular straight time hourly rate for such additional hours worked.</p>

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## **ARTICLE A – RECOGNITION**

A-1 The Hospital recognizes the Ontario Nurses' Association, as the exclusive bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity by Leamington District Memorial Hospital at Leamington save and except Nurse Manager, persons above the rank of Nurse Manager, Occupational Health Nurse and Staff Educator.

## **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 Hospital. Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline, and efficiency;
- (b) hire, retire, direct, promote, demote, classify, transfer, lay off, recall, and to discipline, suspend or discharge for just cause, provided that a claim of discriminatory transfer, promotion, demotion or classification or a claim that an Employee has been disciplined, discharged or suspended without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine, in the interests of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the work establishment for any service;
- (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith;
- (e) make and enforce and alter from time to time, reasonable rules and regulations to be observed by the Nurses, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement;
- (f) generally to operate the Leamington District Memorial Hospital in a manner consistent with the obligations of the Hospital to the general public in the community served.

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

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

C-1 The Hospital agrees to recognize the following Representatives of the Association:

- (a) Negotiating Committee of not more than three (3) Registered Nurses.
- (b) A Grievance Committee of not more than three (3) Registered Nurses.

- (c) Six (6) Registered Nurse Representatives in the Hospital's employ, to assist Nurses in presentation of any disagreement that might arise.

Where a Nurse Representative is transferred from a department in respect of which she/he acts as Nurse Representative on behalf of the Employees in the said department, she/he will continue to act as Nurse Representative in respect of the said department until a new Nurse Representative is appointed, and the name and address of the new Nurse Representative advised to the Vice President Patient Services & Chief Nursing Executive (CNE), or until thirty (30) days from the date of transfer shall have elapsed, whichever event shall first occur.

- (d) Hospital-Association Committee of four (4) Association Representatives.

If a Hospital or Association Representative is unable to be present at a meeting of the Committee, both parties will have the right to name an alternate Representative for that meeting.

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.

- (e) A Professional Development Committee of three (3) Union Representatives.

C-2 Interview

The time and place of the interview referred to in Article 5.06 of the Central portion of the Collective Agreement will be scheduled during the first four (4) weeks of employment at a mutually agreed upon time.

- C-3 The President of the Local Association will remain on the day tour for the term of office. However, where the Hospital would not be able to fulfill its scheduling obligations under Articles J, K, or L for all other Nurses on a unit due to the above, the hours of work of the President shall be scheduled by mutual agreement.

- C-4 Prior to any Nurse returning to work on a modified work program, the Hospital will notify, and meet with a Representative of the ONA and/or members of the Local Executive to negotiate a back to work program for the Nurse.

- C-5 The Employer agrees to supply the O.N.A. Representative to the Occupational Health and Safety Committee with a copy of the Employer's Report of Accidental Injury or Industrial Disease (Workplace Safety & Insurance Board Form 7 or the Employer's own form containing the same information), within forty-eight (48) hours of the form being sent to WSIB where such report relates to a member of the bargaining unit.

- C-6 The Hospital will notify the President of the Local Nurses' Association of the names of all Nurses on LTD as soon as possible after such leave commences.

- C-7 The Hospital with the Nurse's consent, will inform the Association within seven (7) days of knowledge of any Nurse who has been assaulted while performing her/his work. Such information shall be submitted in writing to the President of the Local Association.

- C-8 The defined units in the Hospital for the purposes of this Collective Agreement are as follows:
- (a) Two South (inclusive of ICU);
  - (b) Renew;
  - (c) OR/PACU/PASC/Day Surgery;
  - (d) OBS/GYN;
  - (e) Emergency Room
  - (f) Ambulatory Care;
  - (g) Pelee Island.
- C-9 The Bargaining Unit President will be paid at her regular straight time hourly rate for time spent in meetings arranged or requested by the hospital which occur outside her scheduled hours of work. Such hours will be invisible for the purposes of determining premium payments (i.e. these hours will not attract premium payment and will not be counted for the purposes of determining eligibility for premium payment on other hours worked.).

#### **ARTICLE D – SENIORITY LIST**

- D-1 The seniority list shall be posted in December and June of each year. A copy of the seniority list shall be filed with the President of the Local Association.

#### **ARTICLE E – LEAVE OF ABSENCE – ASSOCIATION BUSINESS**

- E-1 The Hospital agrees to grant a cumulative maximum of sixty (60) days' leave of absence without pay per year for not more than two (2) Employees at the same time provided application for such leave is made in writing to Human Resources not less than ten (10) days prior thereto. In the case of application for leave of absence without pay to attend the Annual Meeting of the Association, the Hospital will allow a minimum of two (2) and a maximum of four (4) Nurses to be absent at the same time provided that no more than two (2) Nurses may be absent from any one area at the same time and provided that the Hospital receives not less than one (1) months' written notice.
- E-2 Upon written application of the Local President an unpaid leave of absence on a date mutually agreed upon on a basis of scheduling and Nurse availability shall be granted to the Local President for one (1) calendar day each month. Such consent shall not be unreasonably withheld.
- E-3 The Hospital agrees to grant leaves of absence, without pay, to Nurses elected to the position of Local Co-ordinator. Subject to reasonable notice, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.
- E-4 The Employer shall pay the Bargaining Unit President twenty-two and one half (22.5) hours for a nurse working extended twelve (12) hour tours and fifteen (15)

hours for a nurse working regular eight (8) hour tours per very two (2) pay periods for the purposes of conducting union business and attending meetings with the Employer. It is understood that such time will be pre-scheduled at a time mutually agreeable between the Bargaining Unit President and the Employer.

## **ARTICLE F – PAID HOLIDAYS**

F-1 The following shall be considered Paid Holidays:

New Year's Day (to be observed on January 1<sup>st</sup>)  
 Family Day (3<sup>rd</sup> Monday in February)  
 Good Friday  
 Victoria Day  
 1<sup>st</sup> Monday in June  
 Canada Day (to be observed on July 1<sup>st</sup>)  
 Civic Holiday  
 Labour Day  
 Thanksgiving Day  
 Remembrance Day (to be observed on November 11<sup>th</sup>)  
 Christmas Day (to be observed on December 25<sup>th</sup>)  
 Boxing Day (to be observed on December 26<sup>th</sup>)

F-2 Where a Nurse is entitled to a lieu day, the day shall be taken at a mutually agreeable time to ensure the maintenance of adequate staff. Such lieu day shall be taken within a period of one (1) month before or three months following the said statutory holiday, unless a later date is mutually agreed upon by the Hospital and Employee. Nurses may accumulate lieu days to a maximum of three (3).

F-3 For Nurses working during any part of the above named holidays, the premium payment will be applied to all hours worked between 2300 hours the day prior to the holiday to 2300 hours on the holiday.

For clarity purposes, Nurses working extended tours starting at 1900 hours on the holiday will receive holiday pay for three and three-quarter (3¾) hours.

## **ARTICLE G – EARNED LEAVE – VACATIONS**

G-1 The vacation year, for purposes of calculating vacation entitlement, is defined as a period of time from April 1<sup>st</sup> of one year to March 31<sup>st</sup> of the following year, in accordance with the end of the pay period for the fiscal year end, and the vacation entitlement determination date when referred to in this Agreement, is March 31<sup>st</sup> of any year during an Employee's period of employment.

G-2 The vacation roster will be posted on all units by February 15 each year. Nurses will be given until March 15 to indicate their vacation preferences. Vacation will be granted by seniority. Nurses will be notified when an initial preference cannot be granted. When a nurse is not granted his/her initial preference he/she will be given a second opportunity to make a preference known. The second vacation preference must be indicated on the roster by March 31. The final approved vacation roster will be posted by May 15.

Vacation requests for any vacation time during the period defined as "March Break" shall be granted on a rotating seniority basis as needed unit by unit.

Any vacation requested outside of the above guidelines will be considered on the basis of the date of the submission and the ability of the Hospital to accommodate the request.

Requests for blocks of vacation will be approved for the period of June 15<sup>th</sup> to September 15<sup>th</sup> prior to single vacation days being approved.

- G-3 Prior to leaving on vacation, a Nurse shall be notified if possible, of the date and tour of duty to which she/he is to report for work following vacation.
- G-4 Vacation may commence on any day of the week and a week of vacation shall be defined as seven (7) consecutive calendar days which includes five (5) vacation days and two (2) scheduled days off. A Nurse's vacation period can be broken into segments. The Hospital will grant the utilization of single vacation days up to a maximum of ten (10) days provided that they are requested in writing by the Nurse at least three (3) weeks in advance and providing that they are scheduled at a mutually agreeable time.
- G-5 Currently full-time Nurses follow a master rotation schedule. If a full-time Nurse's weekend(s) off fall immediately preceding and/or following any period of scheduled vacation, the master rotation schedule will not be altered in any way. Nurses will not be required to make up any scheduled weekends that fall or were scheduled, within any period of scheduled vacation
- G-6 Vacation pay for part-time Nurses shall be paid each pay period for all hours worked during that pay period.
- G-7
- (a) All regular part-time Nurses shall 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.
  - (b) If requested, every effort will be made to schedule the regular part time Nurse's preferred weekend off. If staffing permits, the Hospital will endeavour to schedule both weekends off.
  - (c) At least once in a vacation year, a regular part time Nurse shall be scheduled, in addition to the seven (7) consecutive calendar days, a week-end immediately preceding or immediately following as an extra weekend off. For clarity, the part time nurse will be available one out of four weekends in that 4 week rotation period. The above is only applicable for vacations requested in compliance with G-2.
- G-8
- (a) Full-time Nurses entitled to supplementary vacation pursuant to Article 16.01(f) will request such vacation as per Article G-2. Unused supplementary vacation will be carried over to the following year(s).
  - (b) Part-time Nurses entitled to supplementary vacation pursuant to Article 16.06 will request such vacation time as per Article G-2. Unused supplementary vacation time will be carried over to the following vacation year(s). The additional two percent (2%) vacation pay will be paid out based on the average weekly hours used for calculation of the Employment Insurance benefit (currently twenty six weeks), within one (1) month of earning the supplementary vacation.

**ARTICLE H – MISCELLANEOUS**

- H-1 The Hospital agrees to install a glass or clear acrylic enclosed lockable bulletin board with a mail slot, measuring not more than 76 cm. wide x 76 cm. long x 10 cm. deep, as provided by the Association, for the sole use of the Association. Notices shall first be submitted to the Director of Human Resources for approval, which approval shall be indicated by the Director of Human Resources initialling the notice to be posted. Approval will not be unreasonably denied.
- H-2 Biweekly pays will be directly deposited into a bank account as designated by each Employee, every second Thursday and with an itemized statement issued directly to Nurses.
- H-3 Upon the written request of a Nurse, the Hospital may, at its discretion, consider the repair or replacement of any uniform, clothing or personal items damaged in the normal course of the Nurse's duties other than through the Nurse's own carelessness.
- H-4 All nurses will receive seven and one half (7.5) hours paid per calendar year for continuing nursing education purposes. The paid hours will be related to provision of nursing care requirements and may include certification and/or recertification. Such education will be approved at the discretion of the employer in consultation with the nurse. This education may be related to meeting the nurse's needs identified in a learning plan.

**ARTICLE I – STANDBY**

- I-1 There shall be equitable distribution of Operating Room Standby duties. For areas other than the Operating Room, the Hospital may request a Nurse who is scheduled to work to be on standby. It is understood that such Nurse may refuse standby duty and report for work as previously scheduled. In addition, Nurses will be advised at least three (3) hours in advance of the possibility of standby duty.

This clause is to apply only to full-time and Regular Part-time Nurses.

- I-2 (a) Scheduled Standby assignments will be distributed equally among the Nurses in any unit utilizing standby.
- (b) The Hospital will notify the Union in writing prior to initiating scheduled standby assignments on any unit.

Scheduled 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 assignments provided approval is received from Nursing Administration.

- (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.
- (b) When a full-time or regular part-time Nurse is scheduled for standby on a weekend, she/he is considered to be "working" the weekend.

Nurses on standby shall be provided with beepers.

All Nurses on standby duty must be available at the Hospital within thirty (30) minutes of being called in.

Standby schedules will not be changed without expressed consent by the Nurse whose schedule is being changed.

Standby will not be scheduled on a night before a scheduled day shift unless agreed otherwise by the Nurse.

Where a Nurse has been called in from standby and worked during the hours of the evening or night shift, such Nurse will not be required to work the day shift unless she/he does so by her/his choice.

## **ARTICLE J – HOURS OF WORK AND WORKING CONDITIONS**

J-1 Vending machines are available for staff use after 6:00 p.m. The cafeteria serves meals at appropriate times until 6:00 p.m.

J-2 A relief period will be scheduled during each half (½) tour or one (1) combined relief period in a full tour.

### **J-3 Scheduling Regulations for 8 hour Tours**

(a) Schedules shall provide for not more than five (5) consecutive days of work, unless more is mutually agreed upon as long as eight (8) days off are scheduled each twenty-eight (28) days. In any two (2) week period, at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split by mutual consent. Premium pay will be paid for all hours worked on the 6<sup>th</sup> and subsequent consecutive shift except where:

- i) such days are worked by the Nurse to satisfy specific days off requested by such Nurse;
- ii) such days are worked as the result of an exchange of shifts with another nurse.

(b) Annually the Hospital will post on each unit designated days on which a new schedule will be posted. Each new schedule will cover a 4 week period, except the Christmas/New Year schedule which will cover a six (6) week period. Also the anticipated June schedule will cover the period up to and including Labour Day. At the time of posting there will be no less than six weeks of posted schedule and for Christmas/New Year there will be no less than eight weeks of posted schedule.

Requests for specific days off are to be submitted in writing at least one (1) week before the four (4) week schedule is posted. The nurse will endeavour to provide 2 weeks notice.

Requests for an exchange of tours are to be submitted in writing 24 hours before the requested time and co-signed by the Nurse willing to exchange days off or tour of duty.

It is understood that once such a change has been approved by the Employer, it shall not be changed without the consent of the Nurses involved.

- (c) There shall be a period of not less than fifteen (15) hours off between tours of duty except where a Nurse agrees to a shorter period of time. Where the Hospital fails to provide the requisite hours off as provided herein, a full-time and regular part-time Nurse will be compensated with premium pay for all hours worked during the previous sixteen (16) hours.

At least forty-eight (48) hours' time off shall be scheduled following two (2) or more scheduled shifts of night duty and is changing to day or evening shift. For call in purposes, a part-time Nurse must have 24 hours time off before shift changes. Premium pay will be paid for any shift commencing in the forty-eight (48) hours, and twenty-four (24) hours stated above.

- (d) i) Where a full-time Nurse normally rotates on at least two (2) of the three (3) tours of duty, at least fifty per cent (50%) of her/his tours shall be scheduled on the day tour unless otherwise mutually agreed upon by the Nurse and the Employer.
- ii) The following are the normal hours of work, inclusive of a minimum half ( $\frac{1}{2}$ ) hour unpaid meal period, for all tours in all nursing departments:

Day Tour – 0700 – 1500 hours;  
 Evening Tour – 1500 – 2300 hours;  
 Night Tour – 2300 – 0700 hours.

It is understood that the night tour is the first tour of the day for seven and one-half hour (7.5) tour Nurses.

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

- (e) i) A full-time or regular part-time Nurse shall, if required, work either Christmas or New Year's Day, but shall be granted at least five (5) consecutive days off including Christmas Eve, Christmas Day and Boxing Day, or New Year's Eve and New Year's Day.
- ii) The Hospital shall endeavour to give time off over either Christmas or New Year's on an alternating basis so that Nurses will not be required to work the same holiday from year to year unless by the request of the Nurse or by mutual consent.
- iii) The Hospital will attempt to post the Christmas and New Year's schedule by the third (3<sup>rd</sup>) week of November – six (6) weeks prior to Christmas.
- iv) Nurses who work in units normally closed at Christmas and/or New Year's will not be required to work on another unit unless such Nurses request to do so.

- v) The scheduling provisions concerning weekends may be waived during the period of December 20 - January 7 in order to honour the above time off requirements in conjunction with Christmas and New Year's.
- (f) A full-time and regular part-time Nurse is duly entitled to at least two (2) weekends off in four (4), but the Hospital shall make every effort to schedule Nurses off every other weekend. She/he shall be paid time and one-half (1½) her/his regular straight time hourly rate for all hours worked on a third consecutive and all subsequent consecutive weekend(s) worked until a weekend is received off, save and except where:
- i) such weekend has been worked by the Nurse to satisfy specific days off requested by such Nurse; or
  - ii) such Nurse has requested weekend work; or
  - iii) such weekend is worked as the result of an exchange of shifts with another Nurse.
- (g) 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. Should a Nurse be scheduled or called in to work any part of the fifty-six (56) hours stated above, such Nurse shall be considered as having worked the weekend.
- (h) The Hospital shall not cancel the pre-booked weekend shifts on a third (3<sup>rd</sup>) weekend that becomes a premium pay weekend as a result of coming in on previous weekends off. This does not preclude the Hospital from cancelling shifts according to seniority resulting from a decrease in the workload requirements.
- (i) i) Where a unit follows a master rotation schedule for full-time positions, such rotation will not be changed without the agreement of seventy-five (75%) percent of the Nurses on that unit who occupy the full-time positions. Where two (2) regular part-time Nurses share a full-time position in a job-sharing arrangement, the regular part-time nurses in the job-sharing arrangement will be entitled to one (1) vote.
- 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. Where the above applies and in reference to J-5 (b) no vote will be necessary.
- ii) Where a unit's master rotation schedule is changed pursuant to i) above, individual schedule rotations will be awarded on the basis of seniority. Where the unit's master rotation schedule contains a job-sharing arrangement, the seniority of the two (2) regular part-time Nurses sharing the full-time rotation, will be added together and divided by 2, to determine the seniority to be used for the awarding of rotations.

- iii) 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 a balanced skill mix (novice to expert) (experience and knowledge) of registered nurses, the transfer may be granted to a full time nurse on the affected unit prior to posting the vacancy.

J-4 Reassignment

Where reassignment of a nurse is required for reasons including, but not limited to a staffing shortage or an emergency situation, it will be in accordance with article 10.08 of the Central Agreement and based on the following principles:

- Maintaining patient and staff safety;
- Matching staff mix to patient care needs and acuity levels;
- Balancing workload as much as possible.

Nurses on the unit on the shift to be reassigned shall be given the opportunity to volunteer for the reassignment. Managers or designate will assess each situation individually in consultation with staff and using the principles outlined to reassign the appropriate staff member. When reassignment situations arise on the off-shift or on weekends the manager on call is available to facilitate reassignment as required. The on-call Manager or designate will work in consultation with staff to determine the appropriate reassignment. Staff members will follow the guidelines for reassignment to another nursing unit.

- J-5 (a) A full-time Nurse who requests to work a specific tour on a permanent basis shall be granted such request whenever possible.
- (b) If an Employee working a permanent shift requests to return to rotating shifts, such request will not be denied provided the Employee has been in the permanent shift for a least a one (1) year period.

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, or where a permanent shift is discontinued for any other reason, the permanent shift rotation will be reverted to a rotating shift position.

The Employees on the affected unit will receive ninety (90) days' notice that their master rotations may be amended. The Hospital will attempt to revise the unit schedules with as little disruption to current master rotations as possible.

- J-6 Full-time and Regular Part-time A and B Nurses electing equivalent time off in lieu of overtime payment pursuant to Article 14.09 of the full-time Collective Agreement, such accumulation shall not exceed forty-five (45) hours for Nurses. Such lieu time off is to be scheduled at a mutually agreed upon time.

Any accumulation in excess of the hours referenced above must be scheduled off at a mutually agreed upon time or payment will be made on a semi-annual basis on March 31 and September 30 of each year at the applicable overtime rate for all hours in excess.

- J-7
- (a) The weekend premium payable pursuant to Article 14.15 of the Central portion of the Collective Agreement shall be paid for all hours worked between 2300 hours Friday and 2300 hours Sunday.
  - (b) The defined hours of the evening shift pursuant to Article 14.10 of the Central portion of the Collective Agreement shall be 1500 hours to 2300 hours.
  - (c) The defined hours of the night shift pursuant to Article 14.10 of the Central portion of the Collective Agreement shall be 2300 hours and 0700 hours.

J-8 Overtime

For overtime purposes the standard day for all Nurses covered by this Agreement shall be defined as:

- First shift of day is nights.
- Second shift of day is days.
- Third shift of day is afternoons.

J-9 Once the Employer has exhausted all part-time Nurses, both on the unit as well as those outside the unit who have expressed an interest in writing to work on the unit in a non-premium pay situation, additional tours which become available on any unit for any reason which result in premium pay will be offered to both full-time and regular part-time Employees, on a rotational basis among the full-time and regular part-time Employees on each unit, prior to the tour being offered to Employees off the unit.

J-10 If a nurse has been missed for a call – in 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.

## **ARTICLE K – PART-TIME SCHEDULING**

K-1 Regular Part-time Category A Nurses

- (a) All regular part-time Nurses shall be available for work ten (10) eight hour tours or seven (7) twelve hour tours in every four (4) week rotation period (75 hours or 78.75 hours respectively for Employees whose hours of work consist of a combination of short, normal and/or extended tours).
- (b) All regular part-time Nurses shall be available for work two (2) out of four (4) weekends in every four (4) week rotation period.
- (c) A regular part-time Nurse shall be required to be available for work for
  - i) permanent evenings or
  - ii) permanent nights or
  - iii) combined days and evenings or

- iv) combined days and nights.
- (d) Regular part-time Employees, who wish to be considered for additional shifts above the minimum commitment identified above, must indicate their availability to work hours in excess of their commitment in writing to their Nurse Manager. Such additional availability will remain in effect until altered or withdrawn by the Nurse in writing. In addition, any regular part-time Employee who does not wish to be called for additional shifts must put their desire not to be called in, in writing to their Nurse Manager.
- (e) Regular part-time Nurses will not be scheduled their full minimum commitment in any posted schedules containing scheduled vacation time off. Where a regular part-time Nurse requests to be scheduled the full minimum commitment in addition to the period of scheduled vacation time off, such request will be put in writing to the Unit Manager and will be scheduled provided it can be accommodated on the schedule and provided it does not negatively impact the scheduling of other part-time Nurses on the unit.

K-2 Regular Part-time Category B Nurses

- (a) Available for scheduling twelve (12) months of the year, unless she/he is on scheduled vacation or an approved leave of absence.
- (b) Available to work a minimum of 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), in every four (4) week rotation period.

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

K-3 Part-time Scheduling Provisions

- (a) The Hospital agrees to schedule all available shifts to regular part-time Employees according to their commitment.
- (b) All regular part-time Category A Nurses in a unit will be scheduled up to their commitment under Article K-1 by seniority before any Category B regular part-time Nurses are utilized.
- (c) When Category A and B part time Nurses on the unit have been given the opportunity to work up to their commitment, all additional tours which become available, prior to the schedule being posted, will be offered to regular part-time Category A Nurses on the unit (excluding those in a job-sharing arrangement) on the basis of rotating seniority, prior to offering tours to Category B Nurses.
- (d) A regular part-time Nurse shall not be scheduled to work three different tours (days, evenings, nights) in any seven (7) day period except by mutual consent.
- (e) Additional shifts which become available on each unit after the schedule is posted including a statutory holiday, will be offered to all regular part-time Nurses on each unit on the following basis:

- i) First to RPT - Category A Nurses including those in a job share arrangement on the basis of rotating seniority among the regular Part-time Category A.
  - ii) Second to RPT - Category B Nurses 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 Program Director or Clinical Manager.
- (f) A regular part-time Nurse shall not be scheduled to work three different tours (days, evenings, nights) in any seven (7) day period except by mutual consent.
- (g) Where no regular part-time Employee is willing to perform the available work, the tour will be offered to:
- i) Regular part-time Employees off the unit who have indicated, in writing, an availability to work additional tours on that unit on the basis of seniority. Provided they are qualified, Nurses may submit their availability to work additional tours to more than one unit.
  - ii) Casual part-time Employees.
  - iii) Employees on the combined premium call-in list.
- (h) Notwithstanding the above, where a regular part-time Employee has had a scheduled shift cancelled and a need arises whereby the Hospital intends to call an Employee in for that same cancelled shift, the Employee who has had her/his shift cancelled will be given the first opportunity to work that call-in shift.
- (i) Casual part-time Employees will not be scheduled or called in to work until all available hours of work have been offered to regular part-time Employees.
- (j) Annually the Hospital will post on each unit designated days on which a new schedule will be posted. Each new schedule will cover a 4 week period, except the Christmas/New Year schedule which will cover a six (6) week period. At the time of posting there will be no less than six weeks of posted schedule and for Christmas/New Year there will be no less than eight weeks of posted schedule.

Requests for specific days off are to be submitted in writing at least one (1) week before the four (4) week schedule is posted.

Requests for an exchange of tours are to be submitted in writing 24 hours before the requested time and co-signed by the Nurse willing to exchange days off or tour of duty.

It is understood that once such a change has been approved by the Employer, it shall not be changed without the consent of the Nurses involved.

K-4 The Hospital will attempt to schedule regular part-time 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).

If a regular part-time Nurse is scheduled off on a paid holiday, (if a Monday or a Friday), then the Hospital will attempt to schedule the attached weekend off also.

K-5 Four Hour Tours of Duty

The Hospital and the Association agree to the scheduling of four (4) hour tours of duty for part-time Nurses working at Leamington District Hospital.

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

The scheduling of four (4) hour tours shall comply with all of the scheduling provisions contained in Article J & K of Appendix 5.

In the event a Nurse is authorized to work beyond the scheduled four (4) hour tour, premium pay in accordance with Article 14 of the Central Collective Agreement will not apply until after 7.5 hours of work have been completed by the Nurse.

On any unit where four (4) hour tours are scheduled, the Letter of Understanding regarding part-time scheduling will be applied so that all available regular part-time nursing hours are divided equally among the regular part-time Nurses on that unit.

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

The Hospital will notify the Union and provide specifics of the proposed schedule prior to the posting of a four-hour tour schedule on any unit.

K-6 All casual part-time Nurses will submit to the Nursing Office, each pay period, a list of tours available to work. This is in no way to be construed as a commitment. If not submitted, the casual part-time Nurse will not be called for work. Casual part-time Nurses will be removed from the call in list if they have not worked in the previous twelve (12) month period.

K-7 All provisions contained in this Appendix 5 of Local Issues will apply to regular part-time Nurses and casual part-time Nurses unless expressly amended above.

**ARTICLE L – EXTENDED TOURS**

- L-1 (a) Extended tours shall be introduced into any unit when:
- i) seventy-five (75%) the Nurses in the unit so indicate by 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 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,
    - 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 discontinuation in an attempt to resolve identified problems, and
  - ii) When the parties are unable to resolve the identified problems to their mutual satisfaction, extended tours will be discontinued effective sixty (60) days after the date of the meeting referred to in paragraph 3 (a) above.

L-2

- (a) Extended tours shall normally be defined as:  
  
0700 – 1900  
1900 – 0700  
  
inclusive of a minimum three-quarter ( $\frac{3}{4}$ ) hour unpaid meal period.
- (b) Notwithstanding (a) above, the parties shall meet prior to extended tours being implemented in any unit in an effort to develop a mutually agreeable schedule for that unit, which schedule may include a mix of eight (8) and twelve (12) hour tours.

L-3

- Scheduling of extended tours shall be in accordance with the following:
- (a) No split shifts;
  - (b) A Nurse shall not be required to work more than three (3) consecutive extended tours. Premium pay will be paid for all hours worked on the fourth (4<sup>th</sup>) consecutive extended tour and all subsequent consecutive extended tours until a day off is received.  
  
The above scheduling requirement and premium pay provision may be waived during the period of December 15<sup>th</sup> and January 7<sup>th</sup> in order to accommodate the scheduling of six (6) consecutive tours off in relation to Article L-3(f).
  - (c) At least two (2) consecutive days off shall be scheduled;

- (d) There shall be a period of not less than eleven (11) hours off between tours of duty. Where the Hospital fails to provide the requisite hours off as provided herein, a full-time and regular part-time Nurse will be compensated with premium pay for all hours worked during the previous twelve (12) hours.

At least forty-eight (48) hours' time off shall be scheduled following two (2) or more scheduled shifts of night duty. For call in purposes, a part-time Nurse must have 24 hours time off before shift changes. Premium pay will be paid for any shift commencing in the forty-eight (48) hours, and twenty-four (24) hours stated above.

- (e) Nurses working extended tours will be scheduled every other weekend off but premium pay will be paid pursuant to sub-article J-3 (f);
- (f) A Nurse shall not be required to work more than two (2) weeks of nights to be followed by at least one (1) week of the day shift;
- (g) i) A Nurse will be scheduled off work for not less than six (6) consecutive days at either Christmas or New Year's.
- ii) The Christmas period shall include from 0700 hours on December 24<sup>th</sup> to 0700 hours on December 27<sup>th</sup>.
- iii) The New Year's period shall include from 0700 hours on December 31<sup>st</sup> to 0700 hours on January 2<sup>nd</sup>.
- iv) Nurses who work in units normally closed at Christmas and/or New Year's will not be required to work on another unit unless such Nurses request to do so.
- (h) A weekend shall commence at 1900 hours Friday and end at 0700 hours Monday;
- (i) Total break time for extended tours will be divided into three (3) thirty (30) minute break periods. The breakdown of the break time shall be as follows:
- first fifteen (15) minutes unpaid;
  - second fifteen (15) minutes paid;
  - second thirty (30) minute period unpaid;
  - third thirty (30) minute period paid.

L-4 For the purpose of sub-article G-5, the utilization of single vacation days will be modified to six (6) extended tours instead of ten (10) normal daily tours.

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

#### **ARTICLE M – PREPAID LEAVE**

M-1 No more than two (2) Nurses may be absent on prepaid leave at any one (1) time provided that not more than one (1) Nurse from any unit is absent at the same

time. Notwithstanding the above, the Hospital, in its discretion, may allow a third Nurse to be absent on prepaid leave at the same time.

## **ARTICLE N – JOB-SHARING**

- N-1 Job-Sharing is defined as an arrangement whereby two (2) Nurses share the hours of what would otherwise be one (1) full-time position.
- N-2 All Job-Sharing arrangements shall be voluntary for all participants.
- N-3 Job-Sharing requests with regard to full-time positions shall be made in writing to the Director of Human Resources.
- N-4 Job-Sharing requests with regard to full-time positions shall be considered on an individual basis. It is understood that the Hospital has the sole right to determine if any full-time position shall be shared by two (2) Nurses and retains the sole right to determine the required ratio of full-time to part-time Nurses. Such rights shall not be exercised in an unreasonable or arbitrary manner.
- N-5 All Job-Sharers shall be treated as REGULAR PART-TIME NURSES and shall be covered by the provisions of the Part-time Collective Agreement unless expressly amended herein.
- N-6 Total regular scheduled hours worked by the Job-Sharers shall equal one (1) full-time position. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) Nurses and the Head Nurse of the Unit.
- N-7 The above schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- N-8 Each Job-Sharer may exchange shifts with her/his partner, as well as with other Nurses, as provided by the Collective Agreement.
- N-9 The Job-Sharers involved will have the right to determine which partner works on scheduled paid holidays and job-sharers shall only be required to work the number of paid holidays that a full-time Nurse would be required to work.
- N-10 **COVERAGE:**
- (a) It is expected that both Job-Sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Nurse Manager will be notified and will be responsible for booking coverage. Job-Sharers are not required to cover for their partner in the case of prolonged or extended absences.
  - (b) For vacation, the Job-Sharing partner will provide the replacement, where possible, and where so provided, this position shall not form part of any unit vacation quota.
  - (c) **Maternity Leave, and other leaves pursuant to Article 11 of the Full-time/Part-time Collective Agreements:**
- In the event that one (1) member of the Job-Sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated

with the Nurse Manager, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

If the remaining member cannot cover the leave, other part-time Nurses shall be offered the additional tours.

N-11

**IMPLEMENTATION:**

- (a) Where the Job-Sharing arrangement arises out of the filling of a vacant full-time position, both Job-Sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- (b) An incumbent full-time Nurse willing to share her/his position, may do so without having her/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.

If the incumbent full-time Nurse has been working a master rotation schedule, that master rotation shall not be changed due to the Job-Sharing arrangement.

- (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 Nurse will have the option of continuing the full-time position or reverting to a part-time position for which she/he is qualified. If she/he does not continue full-time, the position must be posted in accordance with the Collective Agreement.
- (d) Each new Job-Sharing arrangement shall be subject to a six (6) month trial period.

N-12

**DISCONTINUATION:**

Either party may discontinue the Job-Sharing arrangement with thirty (30) 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. Where a job-sharing arrangement is discontinued, the full-time position will be posted according to the Collective Agreement.

**ARTICLE O – TEMPORARY FULL-TIME VACANCIES**

O-1

Full-time Nurses may be considered for temporary full-time vacancies on the same basis as Regular part-time Nurses provided for at Article 10.06(d) of the Central Collective Agreement. Such full-time Nurse will continue to be classified as a full-time Nurse and covered by those provisions related to full-time Nurses.

## **ARTICLE P – NOTICE TO UNSUCCESSFUL APPLICANTS**

P-1 The parties agree that any unsuccessful candidate for an ONA job posting will be notified, in writing, within one (1) week 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.

## **ARTICLE Q – INNOVATIVE SCHEDULES**

Q-1 The parties agree that schedules, other than those included in Articles 13.01 and 13.02, may be developed in order to improve quality of working life, and support cost-efficiency. When a Nurse on a unit submits in writing a request to work under the innovative scheduling provisions, the Hospital and the Union will meet to consider the request and if there is agreement to proceed, discuss and finalize the implementation issues.

## **ARTICLE R – WEEKEND SCHEDULES**

R-1 In order to meet the Hospital's needs for weekend staff and individual Nurses' preference for working weekends, the parties agree that when a Nurse on a unit submits in writing a desire to work a weekend schedule, the Hospital and the Union will meet to consider the request and if there is agreement to proceed, to discuss the implementation issues which would include but are not limited to;

- Introduction / Discontinuation;
- Averaging of Hours;
- Paid Holiday Bank / Vacation Banks;
- Scheduling Provisions.

## **ARTICLE S – VOLUNTARY PART-TIME & RETIREE BENEFITS**

### **S-1 Voluntary Part-time Benefits – Process for Payment**

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.

Any part-time Nurse who wishes to participate will provide payment of the premiums through twelve (12) post-dated cheques submitted by July 1<sup>st</sup> of each year.

It is understood that any transaction would be dated the first (1<sup>st</sup>) of each and every month.

The Employer will notify the Union of the benefit costs to part-time Nurses in June of each year, and each time the benefit costs are renegotiated by the Employer.

S-2 Retiree Benefits – Process for Payment

Any bargaining unit Nurse who retires and wishes to participate in the benefit plans as outlined in Article 17.01(h) will provide advance payment of the benefits through twelve (12) post-dated cheques submitted by July 1<sup>st</sup> of each year.

It is understood that any transaction would be dated the first (1<sup>st</sup>) of each and every month.

The Employer will notify the Union of the benefit costs to retired Nurses in June of each year, and each time the benefit costs are renegotiated by the Employer.

**ARTICLE T – TEN HOUR TOURS (FOR NURSE PRACTITIONERS IN THE EMERGENCY DEPARTMENT AND CHARGE NURSE ON 2 EAST/WEST)**

- T-1
- (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.
  - (c) Schedules will provide for every other weekend off.
  - (d) 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.
  - (e) For the purpose of sub-article G-5, the utilization of single vacation days will be modified to six (6) 10-hour tours instead of ten (10) normal daily tours.
  - (f) Paid holidays are paid at the rate of 7.5 hours. Nurses working on a paid holiday receives one and one-half (1½) times their regular rate for 9.5 hours, plus holiday pay of 7.5 hours, if eligible.
  - (g) Nurses on sick leave is 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.
  - (h) The practice of scheduling ten (10) hour tours shall be discontinued in accordance with the language of Article L-1 (b) and (c).
  - (i) The hours of work for full-time Nurses working ten (10) hour tour rotations will be averaged over the master rotation schedule so that no full-time Nurse will be scheduled to work more than 1950 hours in a calendar year without premium pay provisions applying.

**LETTER OF UNDERSTANDING**

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

**LEAMINGTON DISTRICT MEMORIAL HOSPITAL**  
(Hereinafter referred to as "the Hospital")

**A N D:**

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

**RE: VARIATIONS TO NORMAL TOURS OF DUTY**

Notwithstanding Article J-3(d)(ii), and in compliance with the Memorandum of Settlement between the Parties signed January, 1995, the following is a listing to tour variations existing at the time of signing of the Memorandum, and a list of tour variations existing and agreed between the Parties as of June 2005.

Emergency Department	0800-1600 0900-2100
Surgical/Medical Clinics	0830-1230 0730-1130 1300-1700 1400-1800
Ambulatory Care	0700-1200 0830-1600 0800-1600 0900-1700 1000-1800 1200-1700
OR/PACU/Day Surgery PASC	0800-1600 0830-1630 0900-1700 0700-1100 0800-1200 0900-1300

DATED this 25 day of August, 2008.

FOR THE HOSPITAL:

\_\_\_\_\_  
Berry  
\_\_\_\_\_  
June M. Clymont  
\_\_\_\_\_  
JR M  
\_\_\_\_\_

FOR THE UNION:

J. J. [Signature]  
\_\_\_\_\_  
Labour Relations Officer  
[Signature]  
\_\_\_\_\_  
Laurie Callander  
\_\_\_\_\_  
[Signature]  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

BETWEEN:

**LEAMINGTON DISTRICT MEMORIAL HOSPITAL**  
(Hereinafter referred to as "the Hospital")

AND:

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

**RE: COMPOSITE POSITIONS**

Should the Hospital wish to develop composite positions within the bargaining unit, they will notify and meet with the Union to determine the terms and conditions of the positions prior to posting the positions.

DATED this 25 day of August, 2008.

FOR THE HOSPITAL:

\_\_\_\_\_  
*Kerry Bay*  
\_\_\_\_\_  
*Jane M. Clymont*  
\_\_\_\_\_  
*J. M.*

FOR THE UNION:

*J. Riley*  
\_\_\_\_\_  
Labour Relations Officer  
*Janet*  
\_\_\_\_\_  
*Laurie Callander*  
\_\_\_\_\_  
*W. RN*

**LETTER OF UNDERSTANDING**

BETWEEN:

**LEAMINGTON DISTRICT MEMORIAL HOSPITAL**  
(Hereinafter referred to as "the Hospital")

AND:

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

**RE: VARIATIONS TO NORMAL TOURS OF DUTY FOR CHARGE NURSES**

The following is a listing of tour variations for Charge Nurses existing at the time of signing of this agreement

Obstetrics Unit	0930-1730
Medical-Surgical Unit	0800-1600
Continuing Care Unit	0600-1400 0800-1600 0900-1700
Emergency Dept.	0800-1600

DATED this 25 day of August, 2008.

FOR THE HOSPITAL:

\_\_\_\_\_

*Kerry Boyd*

\_\_\_\_\_

*Gene McChymont*

\_\_\_\_\_

*Jh Mr*

\_\_\_\_\_

FOR THE UNION:

*[Signature]*

\_\_\_\_\_

Labour Relations Officer

\_\_\_\_\_

*Laurie Callender*

*[Signature]*

\_\_\_\_\_

LETTER OF UNDERSTANDING

BETWEEN:

LEAMINGTON DISTRICT MEMORIAL HOSPITAL  
(Hereinafter referred to as "the Hospital")

AND:

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

**RE: NEEDLESTICK / SHARPS INCIDENTS**

Once a year the needlestick /sharps incidents will be compiled, injury prevention and control measures (procedures, practices and equipment) reviewed by the joint OH&S committee in the light of current knowledge and practices.

The review shall be done more frequently on the advice of the joint OH & S committee or if there is a change in circumstances that may affect the health and safety of a worker.

The hospital will provide training on needlestick/sharps prevention and control measures during new Employee orientation and training updates at least annually thereafter.

DATED this 25 day of August, 2008.

FOR THE HOSPITAL:

\_\_\_\_\_  
*Berry Begg*  
\_\_\_\_\_  
*Jane McClymont*  
\_\_\_\_\_  
*J. M.*

FOR THE UNION:

\_\_\_\_\_  
*J. Wilson*  
Labour Relations Officer  
\_\_\_\_\_  
*Sam*  
\_\_\_\_\_  
*Saunie Callander*  
\_\_\_\_\_  
*U. K.*

**LETTER OF UNDERSTANDING**

BETWEEN:

**LEAMINGTON DISTRICT MEMORIAL HOSPITAL**  
(Hereinafter referred to as "the Hospital")

AND:

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

**RE: MUSCULOSKELETAL INJURY PREVENTION AND CONTROL**

Once a year the Musculoskeletal incidents will be compiled, injury prevention and control measures (procedures, practices and equipment) reviewed by the joint OH&S committee in the light of current knowledge and practices.

The review shall be done more frequently on the advice of the joint OH&S committee or if there is a change in circumstances that may affect the health and safety of a worker.

The hospital will provide training on Musculoskeletal Injury Prevention and Control measures during new Employee orientation and training updates at least annually thereafter.

DATED this 25 day of August, 2008.

FOR THE HOSPITAL:

\_\_\_\_\_  
*Berry Begg*  
\_\_\_\_\_  
*Jane McChymont*  
\_\_\_\_\_  
*J. M.*

FOR THE UNION:

\_\_\_\_\_  
*J. Rice*  
Labour Relations Officer  
\_\_\_\_\_  
*J. M.*  
\_\_\_\_\_  
*Laurel Callander*  
\_\_\_\_\_  
*A. B.*

**LETTER OF UNDERSTANDING**

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

**LEAMINGTON DISTRICT MEMORIAL HOSPITAL**

(Hereinafter referred to as "the Hospital")

**A N D:**

**ONTARIO NURSES' ASSOCIATION**

(Hereinafter referred to as "the Union")

**RE: VACATION REQUEST PROCESS**

The parties agree for the vacation year 2009 - 2010 there will be a trial period to attempt two vacation request periods. This will proceed on the following basis:

The vacation roster will be posted on all units by January 15 for the period April 1 to November 15 of that year.

The second vacation roster will be posted on all units by September 15 for the period November 16 to March 31 the following year.

Nurses will book appointments by seniority with their manager to indicate their vacation preferences. The expectation is this process will be completed within three weeks of the rosters being posted. The requested vacations will be included on the roster on an ongoing basis and the final vacation roster will be posted by April 1 and November 1 respectively. Vacation will be granted by seniority.

The Hospital will notify a nurse of any outstanding vacation no later than November 15. Outstanding vacation not granted, scheduled or requested before the posting of the master schedule immediately following the Christmas booking period will be scheduled by the employer. This will not include vacation time the employer has not been able to grant based on operational requirements. In the event it is necessary for the employer to schedule a nurse's vacation, it will not be scheduled in single days unless requested by the nurse.

Any vacation requested outside of the above guidelines will be considered on the basis of the date of the submission and the ability of the Hospital to accommodate the request.

No more than three (3) weeks' vacation shall be scheduled off by any one (1) Nurse for the period of May 15<sup>th</sup> to September 15<sup>th</sup> of each year. Requests for blocks of vacation during this period-will be approved prior to single vacation days being approved. A block of time shall be considered the number of days a nurse requests that results in seven consecutive (7) days off.

Either party may give 90 days notice prior to the commencement of the January 15, 2010 for the 2010 -2011 fiscal year to discontinue the letter of understanding. If notice has been provided, the parties agree to meet within fifteen (15) days or at a mutually agreeable time with the intent to resolve issues identified. In the event the issues can not be resolved, the vacation process will revert to the current language identified in the local collective agreement.

DATED this 25 day of August, 2008.

FOR THE HOSPITAL:

\_\_\_\_\_  
Berry Berger  
\_\_\_\_\_  
June Mc Clymont  
\_\_\_\_\_  
Jh [Signature]

FOR THE UNION:

[Signature]  
Labour Relations Officer  
\_\_\_\_\_  
[Signature]  
\_\_\_\_\_  
Liam Callander  
\_\_\_\_\_  
[Signature]

**APPENDIX A****PELEE ISLAND PROVISIONS****Re: Full-Time Registered Nurse Position Pelee Island Nursing Station**

All of the rights, privileges and obligations provided under the terms of the Collective Agreement apply, except as expressly provided for herein:

**1. Scheduling and Hours of Work**

The clinic operates on a winter and summer schedule, winter tours are 1000-1630 hours and summer tours are 0930-1700 hours, seven days per week.

The Nurse will be paid for a normal daily tour of seven and one-half (7½) hours at her applicable straight time hourly rate for each tour worked. The hours paid in excess of hours worked will be credited to a "flex time bank", 10 hours per pay period in the summer and 15 hours per pay period in the winter.

The Nurse may be scheduled for stand-by for sixteen and one half (16 ½) hours per day she is not scheduled in the Clinic. Stand-by pay will be paid at the applicable rate under Article 14.07 for all hours scheduled on stand-by.

If a call-back from stand-by is required, the time required for the call-back will be charged against the "flex time bank". The flex time hours will not carry forward from one pay period to the next and the Nurse will not lose any pay if no call-back occurs. Where the Nurse is called back from stand-by and the Nurse has utilized all available flex time hours owing in that pay period call back from stand-by will be paid at the rate of time and one-half (1½) the applicable straight time hourly rate with a minimum guarantee of four (4) hours pay at 1½ times her applicable straight time hourly rate.

**2. Travel Provisions**

Travel costs via ferry or air flight will be paid by the Hospital.

If required to travel to the mainland as a part of her duties, the travel time will be subtracted from the flex time bank. Travel time to and from the island will be compensated at four (4) hours' pay at the Nurse's applicable straight time hourly rate for each round trip (to and from the Island) if the Nurse's "flex time bank" is exhausted.

Where the Nurse provides her own transportation for work-related travel on the Island, she will be compensated for travel at the hospital rate per kilometre.

If the nurse has reported to the Hospital for a work related activity and cannot report for the next scheduled tour on the island due to weather conditions or mechanical problems with transportation the Nurse shall not suffer a loss of pay for the time lost. In the event the Nurse is precluded from returning to the island and must stay on the mainland overnight, the Nurse shall be reimbursed for reasonable out of pocket expenses including room and board.

**3. Accommodation and Travel Provisions in the event the full time Nurse is not a resident on Pelee Island**

If the Nurse is not a resident on Pelee Island, the nurse will be provided with suitable

accommodation while working on the Island at no charge to the Nurse. The basic cost of a telephone will be paid by the Hospital; however, long distance calls of a personal nature will be at the expense of the Nurse.

A full-time nurse will be provided with an allowance up to one hundred and fifty (\$150.00) dollars per month for ferry or airfare costs. This allowance is not cumulative. Receipts will be submitted to the employer for reimbursement. During the winter months when the ferry is not operational, a seasonal parking pass will be provided by the employer.

In the event the nurse cannot report for the next scheduled tour on the island due to weather conditions or mechanical problems with transportation the Nurse shall not suffer a loss of pay for the time lost. The nurse will report to the Emergency Department for direction regarding a work assignment. In the event the Nurse is precluded from returning to the island and must stay on the mainland overnight, the Employer will ensure suitable accommodations are provided to the nurse.

**Re: Part time Nurses working on the Island**

Up to two part-time Nurses working in the Emergency Room may indicate in writing a desire to work additional tours on Pelee Island. If more than two Nurses submit their name, the Pelee Island tours will be scheduled to the two most senior.

The following clauses will have application to the part-time Pelee Island Nurses:

1. Scheduling Provisions: as outline in the language for the full-time
2. Travel Provisions

Travel costs via ferry or air flight will be paid by the Hospital.

Travel time will be compensated at four (4) hours' pay at the Nurse's applicable straight time hourly rate for each round trip (to and from the Island).

Where the Nurse provides her own transportation for work-related travel on the Island, she will be compensated for travel at the hospital rate per kilometre.

If there are weather conditions or mechanical problems with transportation which prevent the Nurse from reporting for a scheduled tour either on the Island or in the Emergency Department then the Employee shall not suffer a loss of pay for the time lost. The nurse will report to the Emergency Department for direction regarding a work assignment.

3. Accommodation Provisions

The Nurse will be provided with suitable accommodation while working on the Island at no charge to the Nurse. The basic cost of a telephone will be paid by the Hospital; however, long distance calls of a personal nature will be at the expense of the Nurse.