

APPENDICES  
to the  
COLLECTIVE AGREEMENT  
between  
PEMBROKE REGIONAL HOSPITAL  
(Hereinafter called the "Hospital")  
and  
ONTARIO NURSES' ASSOCIATION  
(Hereinafter called the "Association")

Full-time and Part-time

Expiry: March 31, 2014

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**APPENDIX 3 - SALARY SCHEDULE**Hourly RatesRegistered Nurse

	<u>Effective April 1, 2011</u>	<u>Effective April 1, 2013</u>
Start	29.36	30.17
1 Year	29.79	30.61
2 Years	30.29	31.12
3 Years	31.78	32.65
4 Years	33.28	34.20
5 Years	35.15	36.12
6 Years	37.04	38.06
7 Years	38.94	40.01
8 Years	41.70	42.85
25 Years	42.44	43.61

The part-time hourly salary rates shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13% in lieu of fringe benefits,  
(9% for nurses who are members of the Hospital's Pension Plan).

**APPENDIX 3 - SALARY SCHEDULE**Hourly RatesOccupational Health NurseInfection Control NurseClinical Resource & Discharge NurseClinical Resource & Hospital Charge NurseClinical Resource & Program Charge Nurse

	<u>Effective April 1, 2011</u>	<u>Effective April 1, 2013</u>
Start	31.32	32.18
1 Year	31.73	32.60
2 Years	32.18	33.06
3 Years	33.78	34.71
4 Years	35.31	36.28
5 Years	37.27	38.29
6 Years	39.22	40.30
7 Years	41.18	42.31
8 Years	44.11	45.32
25 Years	44.89	46.12

Any nurse performing the duties of the Clinical Resource Nurse for any hours will be paid in accordance with Article 19.04 (d) Group Leader.

The part-time hourly salary rates shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13% in lieu of fringe benefits,  
(9% for nurses who are members of the Hospital's Pension Plan).

**APPENDIX 3 - SALARY SCHEDULE**Hourly RatesNurse Practitioner

	<u>Effective April 1, 2011</u>	<u>Effective April 1, 2013</u>
Start	38.16	39.21
1 Year	38.74	39.81
2 Years	39.38	40.46
3 Years	41.31	42.45
4 Years	43.25	44.44
5 Years	45.71	46.97
6 Years	48.14	49.46
7 Years	50.62	52.01
8 Years	54.21	55.70
25 Years	55.17	56.69

The part-time hourly salary rates shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13% in lieu of fringe benefits,  
(9% for nurses who are members of the Hospital's Pension Plan).

**APPENDIX 3 - SALARY SCHEDULE**Hourly RatesRegistered Nurse with Temporary Registration

<u>Effective April 1, 2011</u>	<u>Effective April 1, 2013</u>
28.40	29.18

The part-time hourly salary rates shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13% in lieu of fringe benefits,  
(9% for nurses who are members of the Hospital's Pension Plan).

**APPENDIX 4**

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

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Clause #  
 Central  
 Agreement  
 (Full-time) Applicable Clause From Existing Collective Agreement

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- 10.04 Note 11.07      Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:
- (a)      Annual Vacation
  - (b)      When in receipt of illness allowance up to but not including any long-term disability allowance.
  - (c)      When in receipt of Workers' Compensation Board payments for a period of up to three (3) calendar months.
  - (d)      When on leave of absence with pay.
  - (e)      When on leave of absence without pay for a period of one (1) month or less.

Any full time or part time nurse who has successfully completed a course which totals over 360 hours will receive ten dollars (\$10.00) a month. A module course of 360 hours which results in a diploma when all modules are completed is eligible. The course must relate to the position. The diploma or a copy will be presented to the Director. (APPLIES TO NURSES WHO QUALIFIED UNDER THE PEMBROKE CIVIC HOSPITAL)

Any full time or regular part time nurse who completes her degree which is related to her work will receive fifty dollars (\$50.00) a month. The diploma or a copy will be presented to the Director. (APPLIES TO NURSES WHO QUALIFIED UNDER THE PEMBROKE CIVIC HOSPITAL).

When a casual is assigned a temporary permanent position she shall be entitled to the above.

**APPENDIX 4**

SUPERIOR BENEFITS AWARDED BY THE CENTRAL ARBITRATION AWARD

DATED OCTOBER 23, 1981

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Clause #

Central

Agreement

(Part-time)

Applicable Clause from Existing Collective Agreement

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15 Note

Casual Part-time Nurses

16.01 If a nurse works on a holiday as designated in the full-time agreement, she shall be paid at time and one-half her regular straight time hourly rate for all hours worked on such holiday. Where in addition, she is required to work additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled shift for such nurse), she shall receive two times her regular straight time hourly rate for such additional hours worked.

Part-Time Nurses

16.03 The provisions of the Employment Standards Act shall cover entitlement to holiday pay for designated holidays.

## APPENDIX 4

Applicable only to the nurses of the Psycho Geriatric program who transferred from Marianhill to PRH.

### Bereavement Leave

An employee shall be entitled to bereavement leave without loss of pay or benefits as herein provided. Such leave shall apply to part-time employees for days that they are scheduled to work. The following relatives are covered by the provision of this article: parents, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law an entitlement of three (3) days shall be granted, an entitlement of five (5) days shall be granted for spouse, common law spouse and same-sex spouse children and step-children, which must be consecutive and must normally be taken to coincide with the funeral of the deceased person. Additional days shall not be granted if any of the consecutive days are on regular days off. An additional day shall be granted if the funeral is held beyond a 200 mile radius of home.

Applicable only to the nurses of the Psycho Geriatric program who transferred from Marianhill to PRH

### Benefits for Retirees

The employer agrees to pay 50% of the dental plan and health care plan for retirees between the ages of 55 and 65 years.

Applicable only to the nurses of the Psycho Geriatric program who transferred from Marianhill to PRH.

Geriatric Mental Health Nurses will provide the Employer with proof of valid driver's license and vehicle insurance on the yearly renewal anniversary date of each. Employees will be reimbursed two hundred dollars (\$200) for liability insurance of two million dollars (\$2,000,000).

**APPENDIX 5****FULL-TIME AND PART-TIME****ARTICLE A - RECOGNITION**

- A.1 By virtue of the Certificate issued by the Ontario Labour Relations Board, dated December 3, 1973, and the accompanying decision with respect to the composition of the Bargaining Unit, the Hospital recognizes the Association as the exclusive Collective Bargaining Agent of all lay full-time registered and graduate nurses engaged in a nursing capacity, save and except head nurses, persons above the rank of head nurse and persons regularly employed less than the standard number of hours as specified herein.
- A.2 By virtue of the Certificate issued by the Ontario Labour Relations Board, dated December 3, 1973, and the accompanying decision with respect to the composition of the Bargaining Unit, the Hospital recognizes the Association as the exclusive Collective Bargaining Agent of all lay part-time registered and graduate nurses engaged in a nursing capacity, save and except head nurses, and persons above the rank of head nurse.

**ARTICLE B - MANAGEMENT RIGHTS**

- B.1 Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority of Management are retained by the Management and remain exclusively and without limitation within the rights of Management.
- B.2 Without limiting the generality of the foregoing, Management's rights include:
- (a) The right to maintain order, discipline and efficiency, and in connection herewith to make, alter and enforce from time to time, reasonable rules and regulations, policies and practices, to be observed by its nurses, and the right to discipline or dismiss nurses for just cause.
  - (b) The direction of the working forces; the right to plan, direct and control the operation of the Hospital; the right to introduce new and improved methods, facilities and equipment; the right to determine the amount of supervision necessary, combining or splitting up departments, work schedules, establishment of standards and quality of care, the determination of the extent to which the Hospital will be operated and the increase or decrease in employment.
  - (c) The right to select, hire, discipline, dismiss, transfer, assign to shift, promote, demote, classify, layoff, recall, suspend, retire employees and select employees for positions not covered by this Agreement, provided that a claim by a nurse that she has been discharged, suspended, or disciplined without just cause may become the subject of a grievance and may be dealt with as herein provided.
  - (d) The sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in this Hospital.

- (e) The right to generally operate the Hospital in a manner consistent with the obligations of the Hospital to the general public in the community served.

B.3 The Hospital agrees that in exercising its rights as enumerated above, it will not be in a manner inconsistent with the provisions of this Agreement.

### **ARTICLE C - ASSOCIATION REPRESENTATION**

C.1 There shall be an Association-Hospital Committee composed of four (4) nurses (at least one (1) of whom is part-time) and up to four (4) representatives of the Hospital.

C.2 There shall be a Grievance Committee of not more than three (3) nurses (at least one (1) of whom is part-time).

C.3 There shall be a Negotiating Committee of not more than four (4) nurses (at least one (1) of whom is part-time.)

The Hospital agrees to continue with its normal complement of staff during this period of time.

C.4 There may be up to thirteen (13) nurse representatives to cover both full-time and part-time nurses.

C.5 If a nurse representative is transferred from one area to another, such nurse shall continue to be recognized by the Hospital as a representative for the period of her term for all matters, except if transferred to a managerial position.

C.6 The Hospital will arrange with the Bargaining Unit President of the Association or designate thirty (30) minutes of time with newly hired nurses as part of the Hospital orientation. The Hospital will provide the Bargaining Unit President or designate with the Hospital Orientation dates at least one (1) week in advance.

C.7 The Employer shall recognize one ONA member as certified worker under the Occupational Health and Safety Act.

C.8 The Hospital shall recognize a Joint Association/Hospital Professional Development Committee, consisting of one (1) full-time and one (1) part-time ONA representative and an equal number of Hospital representatives. The Bargaining Unit President will notify the Hospital in writing of the ONA representatives.

### **ARTICLE D - LEAVE OF ABSENCE - ASSOCIATION BUSINESS (LOCAL)**

D.1 In requesting leave of absence days for association business, the Association shall, where possible:

- (a) provide notice of at least one (1) week unless circumstances do not permit;
- (b) i) provide that no more than six (6) full-time nurses request such leave at any one time, conditional upon no more than two (2) nurses being from the same duty area of the Hospital;

- (c) provide that the total number of days in any one calendar year for such leave for all nurses not exceed sixty (60).
- (d) In the event that a member of the Bargaining Unit is elected as a local coordinator of the Association the number of days shall be increased to one hundred (100).

D.2 A nurse who is elected to a Provincial Committee of the Ontario Nurses' Association, shall be granted upon request such leave(s) of absence as she may require to fulfil the duties of her position. Reasonable notice sufficient to adequately allow the Hospital to minimize disruption of its services shall be given to the Hospital for such leave of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided elsewhere in this Agreement. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

- D.3
- (a) The Hospital agrees to grant paid leave of absence of seven and one-half (7 ½) hours per month for the Bargaining Unit President to assist in the provision of union business with the Hospital. The Bargaining Unit President will continue to accrue seniority and service while on such leave. Request for this leave made by the Bargaining Unit President will not be unreasonably denied.
  - (b) The Hospital agrees to pay the Grievance Chairperson or designate for all time spent in meeting with the Employer outside their scheduled work hours. The Union representative will accrue seniority and service when performing duties and for any requested Union leave time.

## **ARTICLE E - HOURS OF WORK**

E.1 Scheduling Provisions – 11.25 Hour Extended Tours - A longer daily tour may be introduced by the Hospital with the approval of the local Association, in accordance with Article 13.02.

- (a) Extended Tours will be introduced in a Unit when a successful vote has been conducted by the Union and the Hospital, and when sixty-six percent (66%) of the nurses on the unit who vote by secret ballot, agree to extended tours.

The Clinical Manager will provide all the scheduling criteria that needs to be included in the development of the master rotation. The Clinical Manager will develop a master rotation. The nurses on the Unit will be encouraged to submit at least one master rotation that meets the scheduling criteria. The nurses will vote on the master rotations submitted and the decision on the master rotation will be based on a majority vote of the nurses who vote.

When extended tours are introduced into any unit there will be a six (6) month trial period in order to evaluate the process. At the completion of the six (6) months trial period there will be a second vote by secret ballot to permanently continue the extended tours, conducted by the Union and the Hospital.

Extended tour rotations must abide by the collective agreement in all respects. Nurses shall not be required to work more than three (3) consecutive extended tours or four (4) tours of a combination of extended and regular tours. There will be at least twelve (12) hours off between tours. The work schedule shall be posted two (2) weeks in advance of the six (6) week schedule, but no later than Wednesdays at 1200.

Full-time nurses will be scheduled a minimum of 50% of tours worked on the day shift except where the nurse chooses to work permanent shifts.

When a vote for extended tours has been unsuccessful there will be no subsequent vote for extended tours for a period of six (6) months.

- (b) Extended tours may be discontinued in any unit when:
- i) the Hospital provides the Association with written notice ninety (90) days in advance, of its desire to discontinue the extended tours; or..
  - ii) when fifty percent (50%) of the nurses in the unit so indicate by a secret ballot.

When written notice of discontinuation is given by either party, then the parties shall meet within two (2) weeks of the written notice to discuss the request for discontinuation; and where it is determined that the extended tours will be discontinued, the affected nurses shall be given a minimum of sixty (60) days notice of the discontinuation before the schedules are amended.

- (c) Nurses will have at least one (1) weekend in two (2) weekends off duty.

## E.2 Scheduling Provisions – 7.5 Hour Regular Tours

- (a) Whenever possible master rotations would be developed for all units according to the following:

The Clinical Manager will provide all the scheduling criteria that needs to be included in the development of the master rotations. The Clinical Manager will develop a master rotation. The nurses on the Unit will be encouraged to submit at least one master rotation that meets the scheduling criteria. The nurses will vote on the master rotations submitted and the decision on the master rotation will be based on a majority vote of the nurses who vote.

At least four (4) weeks notice shall be given by the Hospital to the Association before any changes are implemented to the master rotation.

- i) The master rotations will be chosen by seniority. Rotation selection must be approved by the Clinical Manager. Approval will not be unreasonably denied.
- ii) Each unit will post its own master rotation. In addition, the schedules of the Medicine-Surgery-Rehab float nurses will be posted on the Medical, Surgical and Rehab units.

- (b) (i) The nurses will have at least one (1) weekend in two (2) weekends off duty.
    - ii) A nurse shall not be required to work more than six (6) consecutive tours without receiving a day off. The nurse will be paid at the appropriate premium rate for each day in excess of six tours until a day off is provided. If the employee agrees to work the seventh (7<sup>th</sup>) day, the Hospital may cancel the employee's eighth (8<sup>th</sup>) day.
- E.3
- (a) The schedules covering the period of June 15 to September 30 shall be posted May 15 at 1200 hours. If May 15 falls on a weekend (Saturday or Sunday) the rotation will be posted on the Monday following May 15 by 1200 hours.
  - (b) The schedules for the Christmas/New Year's period covering December 15 to January 15 will be posted by October 15 at 1200 hours. If October 15 falls on a weekend (Saturday or Sunday) the schedule will be posted on the Monday following May 15 by 1200 hours.
  - (c) All schedules, regular and extended tours, shall be posted two (2) weeks in advance covering a minimum of six (6) weeks except as otherwise agreed to by the parties, but no later than Wednesday at 1200 hours.
- E.4
- A nurse will receive premium pay for all hours worked on a second consecutive and subsequent weekend save and except where:
- (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - (b) such nurse has requested weekend work; or
  - (c) such weekend is worked as the result of an exchange of shifts with another nurse.
- E.5
- (a) A nurse may be permitted to exchange her regularly scheduled days off with another nurse of her same category provided that such request is submitted in writing to the Scheduling Office or the after hours charge nurse and co-signed by the nurse willing to exchange days off or tour of duty. Such request shall not be unreasonably denied. When inconvenient to return to the hospital, the nurse agreeing to take on the shift may phone in her consent to the Nurse Manager. Nurses shall endeavour to provide as much advance notice as practical.
  - (b) If the Employer is required to make changes to the posted work schedule, and the required notice is provided in accordance with Article 14, the most senior full-time nurse whose subsequent shift does not attract premium pay will be offered the rescheduled shift. If the senior full-time nurse declines the offer to rescheduling the shift, the least senior nurse will be rescheduled.

- E.6 A nurse shall have at least sixteen (16) hours off between regular tours of seven and one half (7.5) hours failing which, the nurse shall be paid at overtime rates of pay for the tour.
- E.7 A nurse shall have at least forty-eight (48) hours off between a night tour and a day tour failing which, the nurse shall be paid at overtime rates of pay for the day tour. This shall not apply for shifts offered in accordance with the Letter of Understanding re: Part-time Shift Protocol, where a part-time nurse and the Hospital mutually agree that a shorter period of time may be scheduled.
- E.8 Consideration shall be given by the Hospital to nurses who request to work on permanent evenings or nights.
- When a Full-time vacancy occurs that is a permanent evening or night rotation, the position shall revert to either a two shift or three shift rotation and the unit master rotation will be revised.
- E.9 Unless mutually agreed between the hospital and the nurse involved, nurses will receive five (5) consecutive days off during the Christmas and New Year's period.
- Christmas is defined as December 24, 25, 26. For clarity, the period of time scheduled off work must include the period commencing from 0700 on December 24 and ending at 0700 on December 27. New Year's is defined as December 31 and January 1. For clarity, the period of time scheduled off work must include the period commencing from 0700 on December 31 and ending at 0700 on January 2. In order to schedule the aforementioned days off, during the four weeks which include December 15 to January 5, the weekend provisions of Articles E.2 and E.3 may be changed such that
- (a) two weekends are scheduled off in the four week period; and
  - (b) the requirement in Article E.10 for 50% day shifts may be waived.
- Nurses will be granted these holidays on an alternating basis from year to year in their work unit.
- Nurses who are not entitled to time off as mentioned above may be granted such time off if other nurses have volunteered to work such time. It is agreed that such requests shall be granted on a seniority basis. Nurses may also be granted the opportunity to exchange shifts.
- E.10 The criteria for establishing the normal staffing pattern shall not be affected by the presence of students in the nursing or practical nursing programs including orientation.
- E.11 (F.T.) Where nurses work both day/night shifts or day/evening shifts, the percentage of day shifts should be at least fifty per cent (50%), unless requested by the nurse.
- E.12 (F.T.) Where a nurse elects equivalent time off for overtime, it shall be taken at a mutually agreeable time, in accordance with current Hospital policy.
- E.13 The following definition of daily tour will apply but does not limit the evening and night premiums (differential):

Day tour: 0700 to 1500  
Evening tour: 1500 to 2300  
Night tour: 2300 to 0700

- E.14 It is understood that a weekend off consists of fifty-six (56) consecutive hours off work during the 64 hour period from 1500 hours Friday until 0700 hours Monday for regular tours of seven and one half (7.5) hours.

Nurses working extended tours shall be scheduled off from 1900 Friday until 0700 Monday on their weekend off.

- E.15 A unit that has requested a two (2) shift rotation will be allowed to do so. Implementation and introduction will be negotiated between the parties.

- E.16 During the unpaid (30) thirty minute break, nurses may leave the hospital premises with the permission of the Clinical Director or designate provided report and all assigned duties are passed on by the nurse to their covering nurse.

- E.17 Requests to use banked time off will be in writing. Banked time off may be taken concurrently with scheduled weekends off, or at another mutually agreeable time. Banked time off will be granted for a minimum of a four (4) hour period or may be requested as a regular or extended tour off on the approved form.

Nurses will identify the time to be banked at the time overtime is authorized. Requests for time to be banked must be submitted to the Scheduling Office on the approved form.

Nurses may bank sixty (60) hours full-time and thirty (30) hours part-time as banked time off in each fiscal year. Any time accumulated as premium time beyond the above-noted hours per fiscal year will be paid out at the time it is earned but no later than the end of the fiscal year.

Nurses will request in writing on the approved form, the payment of banked time.

- E.18 Standby

In areas where standby is utilized, the Hospital will:

- i) request volunteers who will identify their willingness on the posted schedule. If more than one nurse volunteers for a specific time, then it will be by seniority;
- ii) endeavour to distribute such duty on an equitable basis unless agreed otherwise between the nurses involved and the Hospital. The Hospital will notify the Union in writing prior to initiating standby assignments in any additional areas.

The Hospital will endeavour to post regular standby assignments at the same time as the tour of duty schedule is posted. Nurses will be permitted to exchange their standby assignments with the prior approval of the immediate supervisor and provided the appropriate response time is met by the nurses making the exchange.

- (a) Standby schedules will not be reassigned without consultation with the nurse whose schedule is being changed.
- (b) Standby will not be scheduled on a night before a scheduled day shift unless otherwise agreed to by the nurse. This clause does not apply to the Operating Room where the current self-scheduling standby practice will continue.
- (c) Where a nurse has been called in from standby and worked the hours after 2400 hours, such nurse will not be required to work the day shift unless she or he does so by mutual agreement.
- (d) All nurses will have the option of using time banked due to working additional hours when on Call Back as per Article 14, to the maximum of seventy-five (75) hours per fiscal year. Request for time off will not be unreasonably denied.
- (e) A beeper will be made available to a nurse on standby.
- (f) A room will be made available for nurses on standby.

E.19

(a) Reassignment Guidelines

The parties agree that in the event that a nurse is required to be reassigned from their unit to another unit for any hours, the following order will apply provided first that patient care needs are being met.

- (i) Resource Team Nurses
  - (ii) Volunteers
  - (iii) Casual Nurses
  - (iv) Part-time Nurses in reverse order of seniority
  - (v) Full-time Nurses in reverse order of seniority
- (b) Staff Not Required To Be Reassigned include:
- (i) Any Registered Nurse who has not completed their probationary period in the Hospital.
  - (ii) Any Registered Nurse who is acting as a preceptor/mentor.
  - (iii) A casual nurse that is a retiree.

Notwithstanding the above, where a nurse has a skill set to work in another area with an urgent need, that nurse may be reassigned.

E.20

- (a) Except during a disaster (e.g. Code Orange), premium shifts will be offered by seniority to nurses capable of performing the available work in the following order:

- i) Part-time
- ii) Full-time
- iii) Casual

Premium shifts shall include a shift change with less than the required notice period as per the Collective Agreement Article 14 for either a full-time or part-time nurse that results in the shift being paid at premium rates.

- (b) Notwithstanding the foregoing, a nurse will not be offered a “double shift” until the second shift has been offered to all nurses who are not in a “double shift” situation.

Prior to resorting to double shifts, the hospital will offer four (4) hour shifts, and then offer an extension of the day shift and an early commencement of the night shift. The evening shift will not be extended nor shall the day shift commence early prior to offering double shifts.

- (c) Except during a disaster (e.g. Code Orange) the Hospital will not “order in” nurses who are capable of performing the available work until after it has offered the work at premium rates on a voluntary basis. In the event that it is necessary to “order in” nurses, such nurses will be ordered in, in reverse order of seniority, excluding casual nurses.

E.21 Exchange of Shift for Time Off

In accordance with Article E.5, a nurse will be permitted to find her own replacement at straight time for a paid day off according to the following:

- (a) Staffing office will first try to provide the paid day off for the nurse by implementing its normal staffing scheduling procedures.
- (b) Where the nurse is denied the day off because there is no nurse available to work the shift at straight time, the nurse may attempt to find her own replacement.
- (c) Where a nurse finds another nurse who will exchange scheduled time off to work, the nurse scheduled shall be allowed to use any paid time to be granted time off (e.g. banked time, earned Statutory Holiday lieu day, vacation hours).
- (d) The nurse who exchanges her day off to work for a nurse will not be paid premium pay for time worked as a result of the exchange to work the shift for scheduled time off.

**ARTICLE F – PART-TIME COMMITMENT**

F.1 Part-time Work Commitment

Unless mutually agreed otherwise by the parties, the Part-time commitment will be not less than twenty-two point five (22.5) hours per pay period scheduled on a master rotation, or for the float nurses on their schedules.

The Employer will post the deadline dates for part-time nurses to provide their availability on the Units. Unavailability will be provided on a quarterly basis, and in conjunction with the vacation submission deadlines.

Regular part-time nurses must be available to work a minimum of thirty-seven point five (37.5) hours per pay period. The 37.5 hours within any pay period shall include working every other weekend. Regular part-time nurses on the exclusion form may make themselves unavailable for additional hours of work beyond their 37.5 hour commitment. Twenty (20) days prior to the posting of the work schedule, all regular part-time nurses who are either not interested in being offered additional shifts or who are unavailable for particular additional shifts, must submit an exclusion (i.e. unavailability) form.

When all regular part-time nurses in the unit have reached their commitment of 37.5 hours, additional hours up to seventy-five (75) hours per pay period may be assigned based on the nurses' Exclusion Form by seniority.

Following the posting of the work schedule, a nurse is not obligated to accept an offer of an additional shift even if it is not identified as shift "excluded" on the form. When there has been no exclusion form submitted, a shift offered and refused is counted as a shift for the purposes of attaining seventy-five (75) hours per pay period. The scheduling provision as defined in Article E will apply to part-time nurses unless specifically noted otherwise.

It is understood that the hospital will not be required to offer tours which would result in premium pay, however, when such tours are offered, they shall be offered in accordance with Article E.20 (a).

(a) Casual nurses will submit an exclusion form to the staffing office as per the above designated deadline dates. The Hospital will offer shifts to casual nurses based on their exclusion forms by seniority.

(c) Part-Time Work Commitment and Scheduling

Part-time Nurses, in accordance with seniority and availability, who are scheduled to work the weekend adjacent to a holiday, will also be scheduled for the holiday. Part-time Nurses who work on the holiday weekend will be given, in order of seniority, first priority for additional work on the holiday. For clarity, this article does not amend the master rotation and applies only to additional available shifts. The Christmas and New Year's holidays are excluded from being scheduled as per this article. The Easter weekend holidays will be scheduled as a block of four (4) shifts.

F.2

A nurse is entitled to only one position. In the event that a part-time nurse's position requires him/her to work in more than one area, the scheduling rules will be applied for the position as a whole. The posting shall identify the "home" base. The nurse will be assigned additional shifts in accordance with Article E.18 in the home base prior to assigning shifts in the alternate area. The nurse shall be offered additional shifts in the alternate area(s) after shifts are offered to the Regular Part-time nurses

from the area but before shifts are offered to the casuals. Notwithstanding the foregoing, in the event that the nurse cannot achieve his/her 37.5 hour part-time commitment with additional shifts from his/her home base, he/she will be entitled to additional shifts in the alternate area with the same priority as a regular part-time nurse from that area, up to the 37.5 hour part-time commitment.

### F.3 Tours of Less Than 7.5 Hours

- (a) The Hospital may schedule tours of less than 7.5 hours where deemed necessary to maintain appropriate levels of service.
- (b) Where a nurse is scheduled to work less than the normal tour (7.5 hours), Article E in its entirety applies except as amended by the following:
  - i) the Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum;
  - ii) no nurse will be scheduled solely on tours which are comprised of less than 7.5 hours in any pay period, except where such arrangements are requested by the nurse or represent the hours of work for a position which has been posted;
  - iii) relief periods shall be in accordance with 13.01 (b).

## **ARTICLE G – PAID HOLIDAYS**

G.1 The following shall be recognized as paid holidays:

New Year's Day (January 1)	Family Day (3 <sup>rd</sup> Monday in February)
Good Friday	Easter Monday
Victoria Day	Dominion Day (July 1)
August Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day (November 11)
Christmas Day (December 25)	Boxing Day (December 26)

G.2 A full-time nurse who works on a holiday may elect to take a Statutory Holiday lieu day off, such day to be granted within sixty (60) days prior to and following the actual Statutory Holiday.

G.3 When a Statutory Holiday falls within a full-time nurse's scheduled vacation period or on a scheduled day off, the Statutory Holiday lieu day off shall be selected as per Article G.2 on a mutually agreed day between the Employer and the nurse.

G.4 The Hospital may designate another day to be celebrated as the paid holiday (subject to legislative requirements) only if the paid holiday falls on a Saturday or Sunday and in so doing shall designate another day and notify employees at least sixty (60) days in advance.

G.5 Hours worked that begin or end within the twenty-four (24) hour period on a Statutory Holiday shall be deemed to be work performed for scheduling purposes. The 24 hour period for hours worked during a Statutory Holiday are defined as starting with the

night shift at 2300 and finishing at 2300 hours following the completion of the evening shift.

## **ARTICLE H- INNOVATIVE SCHEDULING**

Once Master Rotations have been established either party wishing to introduce innovative scheduling will provide recommendation for discussion and negotiation as per article 13.03 of the Central Agreement.

### **H.1 Weekend Worker**

A full-time staff nurse wishing to become a weekend worker as per article 13.04 of the Central Agreement will put such requests in writing to the Clinical Program Director, with a copy to the Union. If the Hospital and the Union agree to introduce a unit weekend schedule, the parties will meet to negotiate how this schedule is to be introduced and any subsequent discontinuation.

Should the hospital wish to create a full-time weekend worker position the Hospital will notify the Union in writing and meet with the Union to discuss how this affects the present schedules, part-time tours, discontinuation and in what manner the positions are to be filled.

A Weekend Worker will be scheduled to work Friday, Saturday and Sunday or Saturday, Sunday and Monday each weekend. A Weekend Worker's schedule will remain unchanged during the Christmas and New Year's periods and the nurse will work Christmas and New Year's on any year that these holidays fall on their regularly scheduled weekend schedule.

### **H.2 Individual Special Circumstance Arrangements**

The Hospital and the Union agree to implement individual special circumstance arrangements pursuant to Article 13.05 of the collective agreement. The Hospital and the Union agree that the intention of creating this type of schedule is to aid in the retention of staff who might extend their career with the Hospital if their full-time hours were reduced. All special circumstance arrangements will be considered on an individual basis by the Hospital. Each Individual Special Circumstance arrangement will have a signed agreement between the Hospital and the Union. A copy will be provided to the nurse and may identify a defined time frame for the arrangement.

### **H.3 2 Days / 2 Nights Rotations**

The introduction of and extended tour 2 Days / 2 Nights rotation shall be approved by the Clinical Manager and will only be implemented in accordance with extended tour voting when agreed to by groups of nurses.

- (a) Nine (9) full time nurses is the optimal number but if an appropriate rotation can be developed, consideration of a group less than nine (9) may be granted. Full-time nurses will declare their interest in writing to work this rotation. Where more than the required numbers of full-time nurses express interest, the selection of nurses to work this rotation shall be made by seniority.

The Clinical Manager will provide all the scheduling criteria that needs to be included in the development of the master rotation. The Clinical Manager will develop a master rotation. The nurses on the unit will be encouraged to submit at least one master rotation that meets the scheduling criteria. The nurses will vote on the master rotations submitted and the decision on the master rotation will be based on a majority vote of the nurses who vote.

At least four (4) weeks notice shall be given by the Hospital to the Union before any changes are implemented to the master rotation.

- (b) 2 Days 2 Nights rotations may be discontinued in any unit when:
  - i) the Hospital provides the Union with written notice ninety (90) days in advance, of its desire to discontinue the 2 Days / 2Nights rotation; or
  - ii) fifty percent (50%) of the nurses working the 2 Day 2 Night rotation in the unit indicate by a secret ballot.
- (c) When it has been determined that the 2 Days / 2 Nights rotation will be discontinued the parties shall meet within two (2) weeks to discuss the discontinuation. The affected nurses shall be given a minimum of sixty (60) days notice of the discontinuation prior to schedules being amended.
- (d) When the 2 Days 2 / Nights rotation is introduced into any unit there will be a six (6) month trial period in order to evaluate the process. At the completion of the six (6) months trial there will be a second vote by secret ballot to decide whether the 2 Days / 2 Nights rotation will continue.
- (e) Nurses shall not be required to work more than four (4) tours in a row. If a nurse works a 5<sup>th</sup> tour, she will receive pay at premium rates for all hours worked on the fifth and consecutive successive tours.
- (f) Nurses will not be scheduled to work more than three consecutive weekends. If a nurse works on a fourth weekend, the nurse will be paid at premium rates for all hours worked on the fourth (4<sup>th</sup>) and consecutive weekend, save and except where:
  - i) Such weekend has been work by the nurse to satisfy specific days off required by the nurse; or
  - ii) Such nurse has requested weekend work; or
  - iii) Such weekend is worked as the result of an exchange of shifts with other nurses.
- (g) Statutory holidays may be incorporated into the rotation.
- (h) Where a vacancy occurs in the 2 Days / 2 Nights schedule, the rotation will first be offered to the other nurses on the unit who have expressed an interest in working this schedule, in accordance with seniority. The Clinical Manager or delegate will advise the unit nurses of the availability of a position in the 2 Days / 2 Nights rotation. The nurse will request the change of rotation in writing and submit the request to the Clinical Manager. The

most senior nurse interested will fill the position and will start the rotation at the beginning of the next rotation.

- (i) The 2 Days / 2 Nights rotation will provide each full-time nurse with 1950 hours scheduled per year. The rotation will include the scheduling of additional tours to obtain the 1950 hours per year.
- (j) Nurses will be granted either Christmas or New Year's off on an alternating basis as per Article E.9. Other scheduling provisions contained in Article E.1 shall not apply.
- (k) Shift exchanges between nurses in the 2D/2N rotations will be permitted and may result in the nurse(s) working three of the same shift but not more, i.e. 1D/3N or 3D/1N.

#### H.4 Introduction and Discontinuation of Mixed Rotation

A mixed rotation is defined as one where a number of the registered nursing staff on a unit work regular tours while others work extended tours.

The introduction or discontinuation of a mixed rotation (12 hours/8 hours) shall be discussed with the nursing staff on the affected unit(s) and the Local Union executive: and shall be determined by a secret ballot vote conducted jointly by the Hospital and the Union. There will be a second vote after a six month trial period to confirm agreement to maintain the Mixed Rotation.

To implement a mixed rotation there is a vote and sixty six and two thirds (66 2/3) percent of the all Registered Nurses that vote need to agree to work the mixed rotation.

To discontinue a mixed rotation requires fifty (50%) percent vote of the registered nurses that vote to discontinue the mixed rotation.

The Hospital will provide the Union with ninety (90) days written notice of discontinuation of the Mixed Rotation. The parties will meet to discuss the discontinuation within two (2) weeks of receipt of a notice to discontinue. It is understood and agreed that management has the right to cancel a mixed rotation schedule if, in its opinion, it is not seen to be efficient or effective and the Hospital will discuss with the Union in advance any such cancellations.

It is understood and agreed that the vote referred to above refers to a combined vote of the full-time and regular part-time registered nurses on the Unit.

### **ARTICLE I - VACATION**

I.1 Vacation requests are submitted in writing to the Clinical Director or designate.

Vacation requests for the period from January 15 to June 15 must be submitted by November 1. Vacation requests for the period from June 16 to January 14 must be submitted by March 1.

Vacation requests may be resubmitted if vacation requests submitted as per the above-noted submission date have been denied, on December 1 and April 1 and will be granted based on seniority. Vacation requests submitted at times other than the submission or resubmission dates as noted in this article will be considered on a first come, first served basis.

The Clinical Director or designate will respond in writing within three (3) weeks to all vacation requests submitted. If the vacation has been denied the reasons for the denial will be provided. Requests will be considered on the basis of seniority and will be separate for full-time and part-time nurses. Vacation requests will not be unreasonably denied. Staffing Office will not deny vacation requests without discussion with the appropriate Manager.

A nurse shall be entitled to keep five (5) days of vacation for use on an ad hoc basis.

Reasonable vacation quotas may be established in an area to facilitate the scheduling of vacation time off. The establishment of vacation quotas will establish the maximum number of full-time and part-time nurses entitled to be on scheduled vacation time off on vacation at one time.

The Hospital will provide the Bargaining Unit President or designate by November 1, a list of nurse that have remaining vacation that has not been booked.

I.2 The vacation entitlement determination date in any year shall be January 1.

I.3 Full-time and part-time nurses will identify vacation requests of one (1) or two (2) week blocks during the prime time periods which may be taken consecutively or separately. A week is seven consecutive days.

Block requests in prime time take precedence; however, requests for individual days will not be unreasonably denied.

In cases of conflict between two or more nurses, seniority will be the deciding factor as long as the requests were submitted by the deadline.

I.4 Prime time is identified as follows:

- Summer: June 15 to September 15

During prime time requests for up to two (2) weeks will be granted according to the following:

During the prime time periods, requests for additional vacation blocks will be considered by seniority only after all vacation requests up to two (2) weeks have been granted within the program.

For part-time nurses a week of vacation request is considered a week of vacation taken regardless of scheduled shifts in that period.

I.5 A full-time nurse may provide a written request one month prior to the commencement of a vacation period of two weeks or more, to the Nursing Office, to have vacation paid to the nurse in the pay period prior to the commencement of the scheduled vacation period.

- I.6 (F.T.) Nurses shall accrue vacation during pregnancy and parental leaves. Nurses shall use the previous year's accumulated vacation entitlement prior to returning from pregnancy and parental leave, to the extent that they have not more than one year's entitlement in their bank. If the excess vacation is not scheduled prior to returning, it will be paid out at the end of the pregnancy/parental leave.
- I.7 (P.T.) Vacation pay for part-time will be paid on each pay cheque.
- I.8 Vacation year for the purpose of utilizing vacation entitlement will commence with the first pay period in January until the last pay period in December, a total of twenty-six (26) pay periods.

The vacation year dates will be identified each year by November 1.

Request for carry over of vacation entitlement will be submitted to the Clinical Director by December 1 for a maximum of thirty-seven point five (37.5) hours. Request for carry over will not be unreasonably denied.

Vacation entitlement will be taken by March 31 of each year.

#### **ARTICLE J - GENERAL**

- J.1 Seniority lists shall be posted and provided to the Bargaining Unit President, including the last full pay period completed one month prior to February 1 and October 1 of each year.
- J.2 The Hospital will provide a Bulletin Board near the rear entrance of the Hospital for the purpose of posting Association notices.
- J.3 Where any provision of this Agreement or any practice thereunder is at any time contrary to law, this Agreement is not to be deemed to be abrogated but is to be deemed to be amended so as to make the provisions of this Agreement conform to the law.
- J.4 All correspondence arising out of or incidental to this Collective Agreement shall pass between the Chief Executive Officer of the Hospital or designate and the Bargaining Unit President and the Labour Relations Officer unless otherwise specified in writing by the Parties.
- J.5 Wherever the word "Supervisor/Manager" is used in this Agreement, it shall be considered as meaning the first level excluded from the Bargaining Unit.
- J.6 In this Agreement, the term Administrator of the Hospital shall be interpreted to mean the "Chief Executive Officer" or designate.
- J.7 (a) The Hospital will issue a deposit advice to the nurses every second Friday together with a pay statement as to deductions made. Those nurses who are on an approved leave of absence may have upon written request their deposit advice mailed.

- (b) Any errors or omission by the hospital on a nurse's pay statement shall be paid to the nurse immediately or within the first business working day.

- J.8 Retroactive payment shall be issued on a separate itemized statement.
- J.9 Performance evaluation forms will be copied at the time of the evaluation and offered to the nurse.
- J.10 All requests for short term leaves will be submitted in writing. All requests, except for vacation requests, shall be responded to within five business (5) days after the request has been duly submitted. Vacation requests will receive a response as per Article I.1.
- J.11 The Employer will make reasonable efforts to schedule meetings which require ONA representation on the representative's scheduled day of work.
- J.12 Temporary Vacancies  
  
Full-time and part-time nurses may be considered for temporary full-time vacancies as per article 10.07 of the Central agreement contingent on the applicant being qualified to fill the position without training.
- J.13 Travel Reimbursement  
  
The employees authorized to use their vehicles for business purposes will be reimbursed at the current Hospital rate (50¢ per kilometer as at January 1, 2011). The travel reimbursement rate will be reviewed annually and the Bargaining Unit President shall be notified of any changes. An employee who reports directly to a field appointment from home will be paid travel reimbursement based on the lesser of the distance between home and appointment, or the Hospital and the appointment. If the employee travels from the last appointment directly home, reimbursement is again based on the lesser distance of the appointment to home, or appointment to the Hospital. Parking expenses for business purposes will be fully reimbursed. Receipts will be submitted wherever possible.
- J.15 Nurses wishing to become mentors may submit their interest to the Supervisor/Manager annually, prior to February 15<sup>th</sup> of each year.

**ARTICLE K- PREPAID LEAVE PLAN**

- K.1 The number of nurses that may be absent at one (1) time on a prepaid leave of absence is one (1) full-time and one (1) part-time, conditional upon such nurses not being from the same duty area of the Hospital.

**ARTICLE L- SAFE AND HEALTHY ENVIRONMENT**

- L.1 Violence Prevention and Control
  - (a) The Hospital agrees that no form of verbal, physical, sexual, racial or other abuse of nurses will be condoned in the workplace. A nurse who believes the

situation to be abusive shall report this to her/his immediate supervisor who will make every effort to rectify the abusive situation.

- (b) The Hospital, with the nurse's consent, will inform the Association within three (3) days of any nurse who has been assaulted while performing her work. Such information shall be submitted in writing to the Association as soon as possible.
- (c) The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing her work.

L.2

- (a) The hospital in consultation with the Multi Workplace Joint Health and Safety Committee agrees to develop and implement policies, procedures and programs pertaining to the provision of a safe and healthy workplace. The aforementioned include but are not limited to Violence Prevention in the Workplace Program, Exposure of Employee to Blood or Body Fluids protocol, Respiratory Protection Program and Minimal Lift Policy.
- (b) The Hospital agrees to support the Multi-Workplace Joint Occupational Health and Safety Committee and its Terms of Reference, Structure and Function.
- (c) Critical incident stress debriefing shall be made available to nurses.

L.3

#### Return to Work

- (a) The Hospital will notify the Bargaining Unit President or designate in writing on a monthly basis of the names of all nurses including their work unit, who go off work related to the following;
  - i) a work related injury,
  - ii) L.T.D.
  - iii) sick leave beyond thirty (30) days
- (b) The Hospital will notify in writing the Bargaining Unit President or designate with the names of nurses that will require modification of duties to return to work.
- (c) When it has been medically determined that an employee is unable to return to the full duties of his/her position due to a disability/illness, the Hospital will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the local executive to discuss the circumstances surrounding the employee's return to suitable work.
- (d) The Hospital agrees to provide the local union with a copy of the Workplace Safety and Insurance Board Form 7 for lost time or medical claims and a copy of the Pembroke Regional Hospital incident report for all other work related situations including assault, at the same time as it is sent to the Board.
- (e) A return to work arising out of (a) or (b) may include a period of orientation, when the return to work is on a unit other than the nurse's original unit.

## **ARTICLE M- JOB SHARING**

If the Hospital agrees to a job sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed by the parties:

### M.1 Job Sharing

The introduction of job sharing arrangements in a Program will be subject to mutual agreement between the Association and the Hospital. The Hospital shall not arbitrarily or unreasonably refuse to implement job sharing.

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

The Nurses working in a job sharing arrangement will be considered regular part-time and will be covered by the part-time provisions of the Collective Agreement unless expressly amended by this article.

### M.2 The nurses 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 the full-time scheduling provisions.
- (b) Total hours worked by 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 Clinical Director in the area concerned. Such permission will not be unreasonably withheld.
- (c) Job Sharers will be granted at least five (5) consecutive days off over either Christmas or New Year's. 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. Should nurses be assigned to work either Christmas or New Year's, they will be expected to work on at least five (5) consecutive days, if required for normal tours, and at least three (3) consecutive days for 12 hour tours, if required. Where both job sharers request to work Christmas or New Year's or request to have either off and a conflict exists, then seniority shall be the deciding factor.
- (d) Paid Holiday  
Job sharers will not be required to work, in total, more paid holidays than would one (1) full-time nurse, unless mutually agreed otherwise.
- (e) Each job sharer may exchange shifts with her or his partner as well as other nurses as provided by the Collective Agreement. A job sharer may exchange with nurses other than her or his partner only on scheduled tours off for the full-time line.

(f) Coverage

i) It is expected that both job sharers will cover each other's incidental illnesses and vacation. If, because of unavoidable circumstances, one cannot cover the other, the program Clinical Director must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences. Job sharers shall be offered additional unscheduled tours only if they have made their availability known. It is understood that they may only make themselves available on tours when neither job share partner is scheduled and where such would not result in premium payment.

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 of her or his intentions to cover all of the absent partner's shifts at least two (2) weeks prior to the posting of each schedule. If the employee cannot cover for her or his partner, the vacancy will be offered to the most senior regular part-time employee.

(g) Implementation

Where the job sharing arrangement arises out of the filling of a vacant full-time position, the full-time position will be posted first and in the event that there are no successful applicants, then both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

(h) i) An incumbent full-time nurse wishing to share her or his position, may do so without having her or his half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

ii) It is understood and agreed that the arrangement is for a trial period of three (3) months for the full-time nurse originating the request. Once the trial period is over, the nurse cannot revert to her former position except under (i) below.

iii) Where two (2) full-time nurses in one Program wish to job share one (1) position, neither half will be posted providing this would create one (1) full-time position to be posted and filled according to 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 remaining nurse will revert to her or his former status. If the remaining nurse was

previously full-time, the shared position will become her or his position. If the remaining nurse was previously part-time and there is no part-time position available in the same Program, she or he shall exercise her or his layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.

(j) Discontinuation

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

Should the Hospital discontinue job-sharing the nurses currently working those arrangements will have the option of reverting to their former status or remain part-time. Should no part-time positions be available the part-time nurse will exercise her bumping rights.

M.3 No new job sharing requests will be granted in any program once any notice of layoff has been provided to the Association until the notice period has expired.

**ARTICLE N – VOLUNTARY PART-TIME BENEFITS**

- N.1
- (a) The Hospital 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 full amount of the monthly premiums.
  - (b) The Hospital will communicate to all regular part-time nurses the premium costs of health and welfare benefits in Article 17.01 of the Ontario Nurses' Association collective agreement. Part-time nurses must regularly work a minimum of thirty (30) hours per pay period to be eligible to enrol in the health and welfare benefits.
  - (c) Benefits, which include extended health coverage, semi-private, dental, life insurance (group and voluntary), will be by payroll deduction at full premium cost (100%) to the nurse.
  - (d) If the part-time nurse has no earnings, or insufficient earnings, in the pay period in which the premiums are normally deducted, the amount owing will either be deducted from the immediate following pay or the nurse must make payment in full to the Human Resources Department.
  - (e) The amount of life insurance coverage will either be \$5,000.00 or one times the full-time Registered Nurse maximum regular salary, the choice being the nurse's when she/he enrolls in the program.
  - (f) All terms and conditions with respect to benefit plans, carriers, substitutions will be in accordance with Article 17 of the collective agreement. The part-

time nurses will be enrolled in the same group as the active and early retired nurses.

**ARTICLE O- ELECTRONIC GRIEVANCE FORM**

O.1 The parties agree to use the electronic version of the O.N.A. Grievance Form as provided at Appendix 1 of the Hospital Central Agreement. The parties agree that the hard copy of the electronic version of the Grievance Form shall be valid for the purposes under the Collective Agreement.

The Union undertakes to provide the Employer with signed copies of the Grievance form.

The parties agree that there will be no preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

**ARTICLE P- ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM**

P.1 The parties agree to use the electronic version of the Professional Responsibility Workload Report Form as provided at Appendix 6 of the Hospital Central Agreement. The parties agree that the hard copy of the electronic version of the Professional Responsibility Workload Report Form shall be valid for the purposes under the Collective Agreement.

The parties agree that there will be no preliminary arguments related to the use of the electronic version of the Professional Responsibility Workload Report Form at an Independent Assessment Committee hearing.

**ARTICLE Q- COMPUTER AND E-MAIL ACCESS**

Q.1 The Employer will provide internal computer access and access to internal and external e-mail for the Bargaining Unit President and other ONA representatives as required. Computer use and use of e-mail will be in accordance with Hospital policy.

Dated at Pembroke, Ontario this 30<sup>th</sup> day of September, 2011.

FOR THE HOSPITAL

*Janice [unclear]*

*Deborah Kereau*

*[unclear]*

*Michelle Godseel*

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FOR THE UNION

*Andersen*

*Linda Lusseau*

*[unclear]*

*Crystal Hanz*

*Shelley Med*

LETTER OF UNDERSTANDING

Between

PEMBROKE REGIONAL HOSPITAL

And

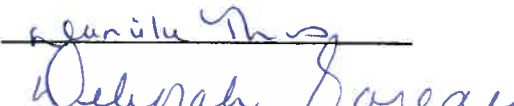
ONTARIO NURSES' ASSOCIATION

Re: Part-time Shift Protocol - Offering of Additional Shifts

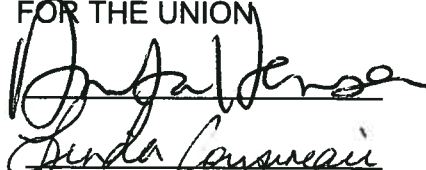
- (a) Additional shifts that become available seven (7) days or more in advance of the required shift will be offered by seniority to regular part-time nurses as per the declared availability. The Employer will phone all such nurses in order of seniority until a nurse tentatively agrees to the shift. A nurse with greater seniority will have two hours from the call to the more junior nurse, to claim the shift. If a senior nurse fails to respond within two hours of messages left for the nurse, the shift will be confirmed with the nurse who accepted and agrees to be scheduled for the shift. If a more senior nurse claims the shift, the more junior nurse will be advised as soon as possible, but no later than the end of the two hour period.
- (b) Any additional shift that becomes available between forty-eight (48) hours and seven (7) days of notice will be offered by seniority to regular part-time nurses as per the declared availability. The Employer will phone all such nurses in order of seniority until a nurse tentatively agrees to the shift. A nurse with greater seniority will have thirty (30) minutes from the time a message has to be left by the Hospital to claim the shift. If a senior nurse fails to respond within the above time frame, the shift will be scheduled for the nurse who has agreed to be scheduled. If a more senior nurse claims the shift, the more junior nurse will be advised as soon as possible, but no later than the end of the thirty (30) minute period.
- (c) For any additional shifts that become available with less than forty-eight (48) hours notice, nurses will be called in order of seniority, until a nurse accepts the shift.
- (d) No known additional shifts will be left to the last minute in order to be scheduled with less than forty-eight (48) hours.
- (e) Time of call and the expected response time will be left with the nurse's answering machine if personal contact cannot be established. Such call will be properly recorded by the caller.

Dated at Pembroke, Ontario this 30<sup>th</sup> day of September, 2011.

FOR THE HOSPITAL

  
\_\_\_\_\_  
Deborah Kowalec

FOR THE UNION

  
\_\_\_\_\_  
Brenda Casaretti

~~Elliot~~  
Michelle Hodsee

A  
Crystal Kranz  
Shelley Mok

LETTER OF UNDERSTANDING

Between

PEMBROKE REGIONAL HOSPITAL

And

ONTARIO NURSES' ASSOCIATION

Re: Part-time Scheduling Commitment: Part-time Type 2

The parties agree to the creation of an additional part-time commitment for regular part-time staff to allow the pre-scheduling of a reduced number of hours. The number of Part-Time Type 2 positions will not exceed one (1) per unit without the discussion and agreement of the Union. The Union will be provided annually and on an ongoing basis with a list of all nurses working the Part-Time Type 2 scheduling commitment.

The Part-Time Type 2 scheduling commitment is as follows:

1. The Part-Time Type 2 nurse will be available for 52 weeks per year minus the nurse's annual vacation entitlement weeks.
2. The Part-Time Type 2 nurse will be scheduled to work two (2) seven and one half (7.5) hour shifts, fifteen (15) hours per pay period, of either Days or Evenings or Days or Nights, or will work two (2) extended tours of eleven point two five (11.25) hours, twenty-two point five (22.5) hours per pay period of Day and Nights.

During the Christmas and/or New Year's holiday periods, the Part-Time Type 2 nurse will be scheduled as per their commitment and at least one of the shifts will be during the designated holiday periods as noted in Article E, which will alternate from year to year.

The Part-Time Type 2 nurse will be prescheduled a minimum of 45 hours in either July or August. The nurse will submit to the Hospital the preferred month of July or August by April 15 of each year, in which the nurse will be prescheduled the minimum of forty-five (45) hours.

3. The Part-Time Type 2 nurse may submit availability in writing for additional work/shifts to Nursing Administration Office once the schedule has been posted, including the number of shifts she is prepared to work in a pay period.
4. The Part-Time Type 2 nurse will only be scheduled for additional shifts/hours once all other regular Part-Time staff on the Unit has been provided the opportunity to be scheduled any additional hours up to full-time hours.
5. Additional hours for the Part-Time Type 2 nurse's commitment is defined as hours/shifts beyond the minimum commitment as defined above two (2) shifts per pay period and forty-five (45) hours in either July or August.

For clarification, it is understood that additional shifts that become available after the schedule has been posted will be offered in accordance with the Collective Agreement. The Part-Time Type 2 nurse will be included as Unit staff prior to offering additional hours/shifts to Unit casual nurses and regular part-time nurses from other areas (based on submitted availability submitted after the schedule has been posted).

- 6. Job postings for a Part-Time Type 2 scheduling commitment will clearly indicate that the posting is for a Regular Part-Time Type 2 position.

Dated at Pembroke, Ontario this 30<sup>th</sup> day of September, 2011.

FOR THE HOSPITAL

Deborah Tyson  
Deborah Kasean  
~~Deborah Kasean~~  
Michelle Hodson  
\_\_\_\_\_

FOR THE UNION

Anda Hense  
Debra Cusman  
\_\_\_\_\_  
Crystal Kranz  
Jelley Mark

