

COLLECTIVE AGREEMENT

Between:

**PROVIDENCE CARE -
ST. MARY'S OF THE LAKE HOSPITAL**
(Hereinafter called the "Hospital")

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter called the "Union")

Expiry: March 31, 2011

APPENDIX 3 SALARY SCHEDULE
APPENDIX 4 SUPERIOR CONDITIONS
APPENDIX 5 LOCAL PROVISIONS

Between:

**PROVIDENCE CARE -
ST. MARY'S OF THE LAKE HOSPITAL**
(Hereinafter called the "Hospital")

And:

ONTARIO NURSES' ASSOCIATION
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FULL TIME AND PART TIME EMPLOYEES

Expiry: March 31, 2011

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APPENDIX '3'**SALARY SCHEDULES****ST. MARY'S OF THE LAKE HOSPITAL****Classification - Registered Nurse**

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	\$27.67	\$28.50	\$29.36
1 Year	\$28.08	\$28.92	\$29.79
2 Years	\$28.55	\$29.41	\$30.29
3 Years	\$29.95	\$30.85	\$31.78
4 Years	\$31.37	\$32.31	\$33.28
5 Years	\$33.14	\$34.13	\$35.15
6 Years	\$34.91	\$35.96	\$37.04
7 Years	\$36.71	\$37.81	\$38.94
8 Years	\$39.31	\$40.49	\$41.70
25 Years	\$40.00	\$41.20	\$42.44

Clinic Nurse

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	\$31.36	\$32.30	\$33.27
1 Year	\$31.70	\$32.65	\$33.63
2 Years	\$32.32	\$33.29	\$34.29
3 Years	\$33.94	\$34.96	\$36.01
4 Years	\$35.54	\$36.61	\$37.71
5 Years	\$37.53	\$38.66	\$39.82
6 Years	\$39.53	\$40.72	\$41.94
7 Years	\$41.56	\$42.81	\$44.09
8 Years	\$44.51	\$45.85	\$47.23
25 Years	\$45.30	\$46.66	\$48.06

Charge Nurse

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	\$29.23	\$30.11	\$31.01
1 Year	\$29.71	\$30.60	\$31.52
2 Years	\$30.16	\$31.06	\$31.99
3 Years	\$31.70	\$32.65	\$33.63
4 Years	\$33.25	\$34.25	\$35.28
5 Years	\$35.07	\$36.12	\$37.20
6 Years	\$37.00	\$38.11	\$39.25
7 Years	\$33.72	\$34.73	\$35.77
8 Years	\$41.65	\$42.90	\$44.19
25 Years	\$42.38	\$43.65	\$44.96

Graduate Nurse

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	\$25.62	\$26.39	\$27.18
1 Year	\$25.91	\$26.69	\$27.49
2 Years	\$26.23	\$27.02	\$27.83
3 Years	\$27.44	\$28.26	\$29.11
4 Years	\$28.64	\$29.50	\$30.39
5 Years	\$30.05	\$30.95	\$31.88
6 Years	\$31.41	\$32.35	\$33.32
8 Years	\$31.49	\$32.43	\$33.40
25 Years	\$32.03	\$32.99	\$33.98

Advanced Clinical Nurse

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	\$41.43	\$42.67	\$43.95
1 Year	\$41.43	\$42.67	\$43.95
2 Years	\$41.43	\$42.67	\$43.95
3 Years	\$41.43	\$42.67	\$43.95
4 Years	\$42.13	\$43.39	\$44.69
5 Years	\$42.89	\$44.18	\$45.51
6 Years	\$43.66	\$44.97	\$46.32
7 Years	\$44.44	\$45.77	\$47.14
8 Years	\$45.32	\$46.68	\$48.08
25 Years	\$45.99	\$47.37	\$48.79

Nurse Practitioner

	<u>Effective April 1, 2008</u>	<u>Effective April 1, 2009</u>	<u>Effective April 1, 2010</u>
Start	\$37.88	\$39.02	\$40.19
1 Year	\$38.65	\$39.81	\$41.00
2 Years	\$39.39	\$40.57	\$41.79
3 Years	\$40.14	\$41.34	\$42.58
4 Years	\$40.90	\$42.13	\$43.39
5 Years	\$41.65	\$42.90	\$44.19
6 Years	\$42.59	\$43.87	\$45.19
7 Years	\$43.79	\$45.10	\$46.45
8 Years	\$45.49	\$46.85	\$48.26
25 Years	\$46.40	\$47.79	\$49.22

APPENDIX '4'

SUPERIOR CONDITIONS

ARTICLE 5 - UNION SECURITY (FULL TIME AND PART TIME)

The Hospital shall provide the Union with a list showing the addresses of all employees covered by this Agreement.

ARTICLE 11 - LEAVE OF ABSENCE (FULL TIME ONLY)

Employees who are in the employ of St. Mary's of the Lake Hospital as of August 12, 1988 shall:

- (1) continue to accumulate seniority during a period of personal leave up to a maximum of ninety (90) calendar days;
- (2) shall not have credit for seniority suspended, but shall accumulate seniority during maternity leave; and
- (3) shall not have credit for seniority suspended, but shall accumulate seniority during adoption leave.

ARTICLE 12 - SICK LEAVE AND LONG TERM DISABILITY (FULL TIME ONLY)

With reference to Article 12.03 of the central document, the following Articles set out the pay out provision that existed under the former Collective Agreement with St. Mary's of the Lake Employees' Association.

On termination of employment, with over ten (10) consecutive years of service, commencing from January 28th, 1966 and provided two (2) weeks notice of her or his intention to resign is given in writing an employee shall receive fifty percent (50%) of her or his accumulated sick credits, in cash; such payment not to exceed a maximum of forty-five (45) days. Termination payments of sick time in this Article shall not apply to sick credits accrued prior to January 1966.

All employees retiring at age sixty-five (65) with over ten (10) years of service from date of employment shall receive fifty percent (50%) of her or his accumulated sick credits, in cash; such payment not to exceed a maximum of forty-five (45) days. This will apply only to sick credits accrued after January 1966.

ARTICLE 16 - VACATIONS (FULL TIME AND PART TIME)

A full time employee who has completed fourteen (14) years of continuous service as of August 12, 1988, shall, as of June 30, 1988 receive an annual vacation of five (5) weeks with pay at her or his regular rate of pay.

A part time employee who has completed fourteen (14) years of continuous service as of August 12, 1988, shall, as of June 30, 1988, be entitled to five (5) weeks unpaid leave of absence and shall be entitled to vacation pay of 10% in lieu of benefits.

APPENDIX '5'

LOCAL PROVISIONS

ARTICLE A – RECOGNITION

- A.01 (a) The Hospital recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by St. Mary's of the Lake Hospital, Kingston, Ontario, save and except the Sisters, Nurse Clinicians, Clinical Nurse Specialists, Nursing Supervisors, and those above the rank of Nursing Supervisor, and persons regularly employed for not more than forty-eight (48) hours in a two (2) week period.
- (b) The Hospital recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all registered and graduate nurses at St. Mary's of the Lake Hospital at Kingston, employed in a nursing capacity, regularly employed for not more than twenty-four (24) hours per week, save and except the Sisters, Nurse Clinicians, Clinical Nurse Specialists, Nursing Supervisors, and those above the rank of Nursing Supervisor.

Clarity Note: The excluded Clinical Nurse Specialist classification has been renamed Advanced Practice Nurse – Clinical Nurse Specialist.

ARTICLE B - MANAGEMENT RIGHTS

- B.01 The Union recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital and shall remain solely with the Hospital. The Union agrees to work with the Hospital at all times to maintain the highest standards of service and efficiency. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, classify, transfer, layoff, recall, suspend or otherwise discipline employees, provided that a claim by an employee that she or he has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as hereinafter provided;
- (c) determine in the interest of efficient operation and highest standard of service job rating or classification, the hours of work, the tours of duty, work assignments, working schedules, methods of doing the work, the working establishment for any service and the location of work;
- (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 employees, provided that such rules and regulations shall not be inconsistent with the provisions of the Agreement.

B.02 The Hospital recognizes that the rights described in this Article shall be exercised in a manner consistent with all provisions of this Agreement.

ARTICLE C - UNION STEWARDS AND UNION COMMITTEES

C.01 Union Stewards

The Hospital shall recognize six (6) union stewards. There shall be no more than one (1) union steward from any one nursing unit. The Union shall keep the Hospital informed of the names of the union stewards and the areas covered.

C.02 Hospital Association Committee

There shall be a Hospital Association Committee comprised of four (4) representatives of the Union who shall represent both full-time and part-time employees and four (4) representatives from the Hospital. Each party may have alternates to replace a member from time to time. The membership of the Committee may be expanded by mutual consent.

C.03 Grievance Committee

The Hospital shall recognize a Grievance Committee of four (4) union stewards who shall represent both full time and part time employees.

C.04 Negotiating Committee

The Hospital shall recognize a Negotiating Committee of not more than four (4) employees.

C.05 Professional Development Committee

The Hospital shall recognize a Professional Development Committee which is comprised of four (4) representatives elected by the bargaining unit and the bargaining unit will endeavour to elect one (1) representative from each unit.

C.06 The parties agree that the numbers referred to above are aggregate numbers and representatives and committee members may be drawn from either bargaining unit and shall represent both bargaining units.

ARTICLE D - SENIORITY LIST

D.01 A copy of the Seniority List will be filed with the Local Union semi-annually in April and October and posted on the bulletin board.

ARTICLE E - LEAVE OF ABSENCE

- E.01 (a) Leave of absence for Union business shall be given for up to an aggregate maximum for all full time and part time employees of fifty (50) days during any calendar year, provided two (2) weeks' notice is given to the Hospital, where possible. Such leave shall not be unreasonably withheld. It is agreed that not more than two (2) employees shall be absent on such leave at the same time.
- (b) Leaves of absence, without pay, for nurses elected to the position of Local Coordinator shall be separate and apart from the leave days referred to in the above-mentioned clause E-01 (a). It is understood that such nurse will provide the Hospital with reasonable notice.
- E.02 **Prepaid Leave**
- No more than five (5) employees from the Full Time and five (5) employees from the Part Time bargaining units may be away on prepaid leave at any one time and no more than one (1) per unit may be absent at any one time.
- E.03 An employee who requests to attend a short course, workshop, seminars, or any nursing related course, may request to have her or his scheduled shifts rearranged in order to attend such courses. A request by an employee to have her or his schedule rearranged shall not be unreasonably denied by the Hospital.
- E.04 While on leave of absence, an employee must call and speak directly to her/his Program Manager or a staff member on the nursing unit by 1400 hours each day to indicate if she/he will be returning to work, unless the Program Manager or designate has a clear indication of the employee's expected return date.

ARTICLE F – SCHEDULING

- F.01 Employees will not be scheduled to work more than seven (7) consecutive days without their consent. Four (4) days off will be scheduled for full time employees for each fourteen (14) days. In any two (2) week period at least two (2) consecutive days off will be scheduled. The remaining two (2) days off may be split.
- If an employee is required to work on the eighth (8th) or consecutive day, she or he will be paid time and one-half (1-1/2) for all hours worked unless the employee has requested to work.
- F.02 The employee will endeavour to submit written requests for special time off two (2) weeks in advance of posting the schedule. Requests for special time off that arise after the posting of the schedule will be submitted in writing two weeks in advance of the requested time off, except in extenuating circumstances. Such requests will not be unreasonably denied. Schedules will be posted at least four (4) weeks in advance. An employee may be permitted to exchange her or his scheduled tours of duty with another employee provided the agreement is submitted in writing, is co-signed by the employee willing to exchange her or his scheduled tours of duty with another employee and is approved by the immediate supervisor concerned and

such arrangement will not result in the requirement of any premium payment by the Hospital.

Schedules will cover a four (4) week period.

F.03 The Hospital will provide at least four (4) weekends off in eight (8).

If the employee is required to work on a third (3rd) subsequent and consecutive weekend of duty, she or he shall receive premium pay for the hours worked save and except where:

- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- ii) such employee has requested weekend work; or
- iii) such weekend is worked as the result of an exchange of shift with another employee.

F.04 (a) The regular schedule shall provide for a minimum of twenty-four (24) hours between the starting time of one (1) scheduled tour and the starting time of the next scheduled tour, when changing tours, except in an emergency, or at the request of an employee.

(b) The regular schedule shall provide for a minimum of forty-eight (48) hours time off when the tour of duty is changed following night duty.

(c) Failure to provide forty-eight (48) hours off when a tour of duty is changed following night duty will result in the employee being paid at the rate of time and one-half (1-1/2) for the first shift of the new schedule.

(d) Failure to provide twenty-four (24) hours off between a change of tour will result in the employees being paid at the rate of time and one-half (1-1/2) for the first shift of the new schedule.

F.05 A full time employee who normally rotates shall not be scheduled to work more than two (2) consecutive weeks on evening or night tour. At least an equal number of weeks on days as on the evening and/or night tours shall be scheduled unless there is mutual agreement to waive the above conditions. An employee will not be required to work days, evenings and nights in any one week's tour of duty.

F.06 An employee will be scheduled off work either Christmas or New Year's season on an alternating basis except in areas which are not normally required to work on weekends and paid holidays. For example, if scheduled off work for the Christmas season one year, the employee will be scheduled off work the New Year's season the following year, etc. The normal scheduling provisions can be waived to accommodate this special arrangement between December 15 and January 15.

For purposes of this schedule, Christmas season shall be defined as December 24, 25 and 26; New Year's season as December 31 and January 1. An employee will receive five (5) consecutive days off during this period.

Article F.06 shall apply unless the employee has made a written request for a change to her schedule and her immediate supervisor has agreed in writing. Subject to operational considerations, such agreement shall not be refused if the employee is requesting to work Christmas and New Year's, or less than five (5) consecutive days off.

Requests for Christmas and New Years time off shall be submitted by October 25th. Time off for Christmas and New Year's shall be posted by November 25th.

- F.07 There will be two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) minute unpaid lunch period in each tour.
- F.08 Where a full time employee chooses equivalent time off as provided by Article 14.09, such time off must be taken within three (3) months and at a mutually agreeable time.
- F.09 Employees currently working a permanent shift will not be required to rotate.
- F.10 It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
- F.11 (a) The most senior RN on each Evening, Night, Weekend or Paid Holiday shift in each area shall be designated as Team Leader unless such senior RN declines, in which case the designation shall go to the next most senior RN.
- (b) An employee in a permanent charge nurse position shall be scheduled Monday to Friday on day shift. Employees temporarily assigned to carry out the assigned responsibilities of the charge nurse position will be compensated in accordance with Article 19.04 (b).
- F.12 There will be no scheduled split tours.
- F.13 (a) Extended tours shall be introduced into any unit when,
- i) eighty percent (80%) of the employees 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) A compressed work week may be discontinued in any unit when:
- i) fifty percent (50%) of the employees in the unit so indicate by secret ballot; or
- ii) the Hospital because of
- A) adverse effects on patient care,
- B) inability to provide a workable staffing schedule, or

- C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary

states its intention to discontinue the compressed work week in the schedule.

- (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; and
- ii) where it is determined that the compressed work week will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.

- (d) Scheduling regulations for extended tours shall be as follows:

- i) No more than three (3) extended tours shall be scheduled without a day off. If an employee is required to work on a fourth extended, subsequent and consecutive day, she or he shall receive premium payment until a day off is granted. If, in developing the master rotation, it is impossible to find a schedule to comply with this language, the parties will meet to discuss the issue prior to implementation.
- ii) Employees working extended tours shall have alternate weekends off. Failure to provide this shall result in the employee receiving premium payment for such second and subsequent consecutive weekends worked until a weekend off duty is granted.
- iii) A weekend off shall be defined as at least sixty (60) consecutive hours scheduled off duty following the completion of the Thursday night tour or the Friday day tour.
- iv) Employees shall be allowed to exchange tours subject to Article F.02.
- v) Employees working extended tours shall have at least five (5) days off over Christmas or New Years, unless she or he requests, in writing, less than five consecutive days off for that particular Christmas schedule. Christmas is defined as December 24, 25 and 26 and New Years is defined as December 31 and January 1.

F.14 (Applies to F/T only)

- (a) A 2D/2N schedule shall be introduced into any unit when,
 - i) extended tours have been introduced into the unit in accordance with Article F.13; and
 - ii) eighty percent (80%) of the full-time employees in the unit who vote so indicate by secret ballot; and

- iii) the Hospital agrees to implement a 2D/2N schedule; such agreement shall not be withheld in an arbitrary manner.
- (b) A 2D/2N schedule may be discontinued in any unit when:
- i) extended tours have been discontinued on the unit in accordance with Article F.13; or
 - ii) fifty percent (50%) of the employees who work 2D/2N so indicate by secret ballot; or
 - iii) the Hospital because of
 - A) adverse effects on patient care,
 - B) inability to provide a workable staffing schedule, or
 - C) any other reason which is not arbitrary,states its intention to discontinue 2D/2N tours.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
- i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
 - ii) where it is determined that the 2D/2N schedule will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.
- (d) Scheduling Regulations for 2D/2N
- i) Employees who are working a 2D/2N schedule shall be scheduled to work four (4) consecutive extended tours comprised of two (2) consecutive day shifts and two (2) consecutive night shifts followed by five (5) days off. It is understood that these five (5) days off may be interrupted by a single day shift for the purposes of compliance with (v) below.
 - ii) If an employee is required to work on a fifth (5th) extended, subsequent and consecutive day, she or he will be paid premium pay for the fifth (5th) consecutive and subsequent day until a day off is granted.
 - iii) Schedules for employees on a 2D/2N schedule shall be for a period of nine (9) weeks. Employees will be scheduled three (3) weekends off in a nine (9) week schedule.

- iv) If the employee is required to work on a fourth (4th) subsequent and consecutive weekend of duty, she or he shall receive premium pay for the hours worked save and except where:
 - A) Such weekend has been worked by the employee to satisfy specific days off requested by such employee; or,
 - B) Such employee has requested weekend work; or,
 - C) Such weekend is worked as the result of an exchange of shifts with another employee.
- (v) In order to ensure 1950 paid hours per year, additional shifts as necessary will be scheduled, which will not incur premium pay and which may be split between days and nights.
- (vi) If the Hospital is unable to find a workable schedule that complies within F.14, the Parties will meet to discuss the issue prior to the Hospital deciding not to introduce the 2D/2N schedule.

F.02, F.06, F.08, F.09, F.11, F.15, F.17 and F.21 continue to apply.

F.15

Four Hour Shifts

Where four hour shifts are required, the following scheduling regulations shall also apply. The Hospital will endeavour to keep the number of four hour shifts to a minimum

- (a) There shall be an equitable distribution of such tours among the part time employees in each unit
- (b) Employees working less than a 7.5 hour tour shall be granted the appropriate paid rest period.
- (c) no part time employee will be scheduled solely on tours of less than 7.5 hours in any pay period except where such arrangements are requested by the employee.
- (d) For employees working tours of duty less than 7.5 hours, the applicable premium rate will be paid of any hours required by the Hospital in excess of the four scheduled hours. (Such premium will not apply in cases where such additional hours are agreed to by the employee.)
- (e) For employees working tours of duty less than 7.5 hours, no more than seven shifts in a row shall be scheduled. If an employee is required to work on an eighth consecutive and subsequent tour, then she or he will receive premium payment for each shift so worked until a day is scheduled off.

F.16

- (a) Proposed master rotations will be developed by each manager jointly with the staff of her or his unit.
- (b) Copies of all master rotations will be sent to the Local Union President.

- (c) The most senior employee shall exercise their seniority rights in selections on the master schedule.
- (d) Prior to the time sheet being posted, all available shifts shall be divided as equitably as possible among the regular part time staff on the unit.

F.17 Employees are only required to work two shifts, either Days and Nights or Days and Evenings, when the normal work tour is 7.5 hours. Where it is not possible to accommodate each full time employee's preference, preferences will be accommodated in order of unit seniority. Part time employees who request in writing may work all three (3) shifts subject to Article F.05.

For part time employees, the Hospital shall endeavour to equitably distribute day shift work assignment by units to employees who are on rotating shifts.

F.18 The following are the normal hours of work, inclusive of a minimum half (1/2) hour unpaid meal period, for all shifts in all nursing departments:

Day Shift	7:00 a.m. to 3:00 p.m.
Evening Shift	3:00 p.m. to 11:00 p.m.
Night Shift	11:00 p.m. to 7:00 a.m.

Extended Tours shall be:

Day Shift	7:00 a.m. to 7:00 p.m.
Night Shift	7:00 p.m. to 7:00 a.m.

inclusive of a minimum three-quarter (3/4) hour unpaid meal period.

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

- F.19
- (a) A regular part time employee must be available as required by the Hospital to work assigned scheduled shifts. Her or his commitment will include the following:
 - i) to be available to work two (2) weekends out of four (4);
 - ii) to be available to work two (2) days per week and must be prepared to work an additional shift if required.
 - iii) to work as required during the five (5) day period over Christmas or New Year's.
 - (b) The Employer agrees to schedule regular part time employees on the basis of seniority up to and according to their commitment before utilizing laid off and /or casual employees or offering extra tours to other employees.
 - (c) When regular part time employees on the unit have been given the opportunity to work up to their commitment, the Hospital will offer additional

tours to regular part time employees on the unit on the basis of seniority, prior to offering tours to casual employees, subject to the following:

- i) Employees who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Hospital;
 - ii) A tour will be deemed to be offered whenever a call is placed;
 - iii) It is understood that the Hospital will not be required to offer tours which would result in overtime premium pay;
 - iv) When a regular part time employee accepts an additional tour, she or he must report for that tour unless arrangements satisfactory to the Hospital are made;
 - (v) Provided they are qualified, employees may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing Hospital practice.
- (d) All regular part time employees in a unit will be scheduled up to their committed hours by seniority before any casual part time employees are utilized.

F.20 A casual part time employee may declare, on a bi-weekly basis, her availability or non-availability for work on specific days of the next two (2) week period.

F.21 The conditions outlined herein may be waived by mutual consent between the employee and her supervisor.

ARTICLE G - PAID HOLIDAYS

G.01 The Hospital agrees to recognize the following paid holidays:

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

Full time employees will be granted a twelfth (12th) holiday in the form of a floating holiday. The floating holiday will be granted at a time mutually agreeable between the Hospital and the employee.

Part time employees will be granted a twelfth (12th) holiday to be observed the 3rd Monday in November.

If another day is substituted by statute or decree or by mutual agreement by the parties for observance of any of the holidays listed in this clause, the day of observance so substituted shall be deemed to be the holiday for purposes of this clause.

- G.02 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.
- G.03 When a holiday falls on a full time employee's days off and she or he qualifies for payment under Article 15 of the Collective Agreement she or he will be granted another day off at a mutually agreeable time, within three (3) months from the date of occurrence.
- G.04 A full time employee who qualifies for a lieu day will be granted such within three (3) months after the occurrence of the holiday, such lieu day to be taken on a day arranged between the employee and her or his immediate supervisor.
- G.05 The Hospital shall arrange for paid holidays off to be divided as equitably as possible among the employees in the same unit.
- G.06 When a holiday falls within a full time employee's vacation period and she or he qualifies for payment of the holiday subject to Article 15 of the central portion of the Collective Agreement, it shall be added to her or his vacation period or scheduled within three (3) months after the occurrence of the holiday at a mutually agreeable time.
- G.07 Regular part time employees working the holiday weekend shall be scheduled to work the holiday Monday wherever possible. Regular part time employees scheduled off the holiday weekend shall be scheduled off the holiday Monday, as well, wherever possible.

ARTICLE H – VACATIONS

- H.01 The date for determining vacation entitlement is June 30th.
- H.02 (a) Vacations may be scheduled between January 4th - December 21st of each year except as noted in Article H.06.
- (b) Employees who have been unable to use their vacation credits earned for a particular vacation year may accumulate and carry over such vacation credits to be used prior to March 31st in the following year. Such vacation shall be scheduled at a time mutually agreeable to the employee and her or his immediate supervisor.
- H.03 An employee shall submit her or his written request for the vacation period from July 1 to August 31 on or before April 1 of each year. The final schedule for this period will be posted by May 15. For the vacation periods outside of the months July 1 to August 31, and for requests during that period not submitted by April 1st, an employee must submit her or his request two (2) weeks prior to the posting of the schedule in which that vacation request falls. Where a dispute arises between employees requesting the same vacation times and such requests cannot be accommodated by the Hospital then Hospital seniority within the unit shall apply. An employee may exercise her or his seniority rights only once in a vacation year. Vacations may not be accumulated over the maximum yearly entitlement of the

employee except with the express permission of the Hospital. Such vacation request shall not be unreasonably denied.

- H.04 Vacation pay will be paid to all full time employees in advance of their vacation period, if they so request, such request must be submitted to the Payroll Department, one (1) month in advance of the commencement of the vacation.
- H.05 It is understood that vacation weeks are not necessarily continuous; however, the Hospital will endeavour to accommodate the wishes of the employees with respect to the choice of vacation dates.
- H.06 An employee may not schedule more than three (3) weeks vacation from July 1 to August 31; however, additional requests may be granted after all employees have had an opportunity to request vacation during this period. Employees may not schedule vacation between December 21 and January 4; however, special requests in writing for special circumstances will be considered by the Program Manager.
- H.07 Vacation may be taken as single days or a combination thereof.
- H.08 Prior to leaving on vacation, employees upon request shall be notified of the date and time on which to report to work following vacation, provided the schedule has not yet been posted.
- H.09 Regular part time employees shall be granted unpaid leave of absence for vacation time in accordance with the entitlement of full time employees as per Article 16 of the central agreement.

ARTICLE I - VIOLENCE IN THE WORKPLACE

I.01 Violence Prevention and Control

- (a) Violence shall be defined as any incident in which a nurse is abused, threatened or assaulted during the course of his/her employment. It includes the application of force, threats with or without weapons and severe verbal abuse. The Hospital agrees that such incidents will not be condoned. Any nurse who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.
- (b) The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses.
- (c) The Hospital will report all incidents of violence to the Joint Health and Safety Committee for review.
- (d) The Hospital agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive

persons. This training will be done during a new employee's orientation and updated as required.

- (e) The Hospital, with the nurse's consent, will inform the Union within three (3) days of any nurse who has been subjected to violence while performing her or his work. Such information shall be submitted in writing to the Union as soon as possible.
- (f) 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 or his work.

ARTICLE J – INTERVIEWS

J.01 The Hospital agrees that a Union interview will be given to each new employee during her or his orientation period. The Hospital shall designate the time and place for the interview, the duration of which shall not exceed fifteen (15) minutes. The interview can be scheduled individually or collectively.

ARTICLE K - REPORTING SICK

K.01 An employee will observe the following procedure:

- (a) Employees taking ill or suffering an accident during working hours, will notify the Program Manager, or a person designated by the Program Manager, before the employee leaves her or his duties to report to Health Services.
- (b) When the illness or accident takes place at a time other than the employee's normal hours, the employee will notify the Program Manager or a staff member on the nursing unit at least one (1) hour prior to the day tour and where practical or possible, at least four (4) hours for all other tours.

ARTICLE L – DEFINITIONS

L.01 Tour - Where the word "tour" is used in this Agreement, it is to be read as synonymous with the word "shift".

ARTICLE M - UNION MAIL

M.01 The Hospital agrees to provide a slot in the mail room for the use of the Union. In addition, the Hospital will provide the Union with an internal voice mail account.

ARTICLE N - MISCELLANEOUS

N.01 Upon the request of the Union and with reasonable notice the Hospital will provide a Union Steward the opportunity to read the provisions of the insurance policy or

policies as to employee the liability and insurance coverage for the employees represented by the Union.

N.02 Regional Geriatric Programme Employees

- (a) The Regional Geriatric Programme staff in Kingston who are required to use their cars as part of their work will be provided with parking passes for St. Mary's of the Lake Hospital. Employees who work from other Centres will be reimbursed for any parking expenses at those Centres. In addition, the Employer shall pay for out of pocket expenses, i.e., parking meter charges, etc., incurred by the employees when they are required to travel throughout the communities serviced.
- (b) Effective April 1, 2009, the Hospital shall pay a mileage allowance of \$0.40 per km. or such higher rate as allowed by the corporate travel policy. The Employer will review the corporate mileage allowance annually and submit such review to the Union.
- (c) Regional Geriatric Programme Employees, who use personal vehicles only, and who are required to use personal vehicles in the course of their job duties, will be reimbursed for additional insurance coverage required for their cars when used for work purposes, up to a maximum of two hundred and fifty dollars (\$250.00) annually.

Regional Geriatric Programme Employees who use personal vehicles only, and who are required to use personal vehicles in the course of their job duties, will be reimbursed for the purchase of a Roadside Assistance Plan up to a maximum of one hundred dollars (\$100.00) annually.

N.03 Bulletin boards designated as "Union Bulletin Boards" shall be provided by the Hospital in, or adjacent to, the (1) Male Nursing Staff Locker Room, (2) Female Locker Room, and (3) the Cafeteria Bulletin Board. The Cafeteria Bulletin Board may be used by the Union for the posting of meetings, social functions, job postings and ONA information.

N.04 The Hospital will endeavour to hold Hospital/Union meetings requiring the attendance of the Bargaining Unit President during the Bargaining Unit President's scheduled day shift. When such Hospital/Union meetings are scheduled outside of the Bargaining Unit President's regularly scheduled hours, the hours will be banked or paid at the straight time hourly rate to a maximum of thirty (30) hours per calendar year. Accumulated hours will be taken at a mutually agreed upon time or paid out within the calendar year earned.

ARTICLE O - CHANGES TO STAFF COMPLEMENTS

O.01 The Hospital will discuss with the Union any proposed changes to the full time staff complement prior to implementing any such change.

O.02 (a) The Hospital and Union will discuss the transfer of employees from another agency to the Hospital or from the Hospital to another agency whenever a

proposal is being made to merge, consolidate or integrate services from one agency to another.

- (b) Where the employees of such other agency are represented by the Union, such discussions may take place in conjunction with the other agency and representatives of the employees affected.
- (c) Discussions will include but not be restricted to seniority and service.

ARTICLE P - JOB SHARING

P.01 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 to by the parties:

P.02 The employees involved in job sharing are entitled to all the terms of the part time Collective Agreement except those which are modified as follows:

- (a) Schedules will conform with Articles F and G of the Collective Agreement which set out scheduling.
- (b) Total hours worked by the job sharers shall equal one (1) full time position. Job sharers will have the option of determining between themselves which partner will work on a scheduled tour, however, all scheduled tours must be covered.
- (c) Employees will be granted at least five (5) consecutive days off over either Christmas or New Years. When one or both job sharers work over Christmas neither can be required to work over New Years and vice versa unless mutually agreed otherwise. Should employees be assigned to work either Christmas or New Years, 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 extended tours, if required. Where both job sharers request to work Christmas or New Years or request to have either off and a conflict exists, then seniority shall be the deciding factor.
- (d) Paid Holidays
Job sharers will not be required to work, in total, more paid holidays than would one (1) full time employee, unless mutually agreed otherwise.
- (e) Each job share may exchange shifts with her or his partner as well as other employees as provided by the Collective Agreement.
- (f) Coverage
 - i) It is expected that both job sharers will cover each other's incidental illnesses and vacation. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences. Job sharers

shall be offered additional unscheduled tours only if they have made their availability known.

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 arrangements 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.

(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 employee wishing to share her or his position, may do so without having her or his portion of the position posted. The other portion 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 employee originating the request. Once the trial period is over, the employee cannot revert to her former position except under (i) and (j) below.

iii) Where two (2) full time employees on one Unit wish to job share one (1) position, neither portion will be posted.

(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 employee will revert to her or his former status. If the remaining employee was previously full time, the shared position will become her or his position. If the remaining employee was previously part time and there is no part time position available on the same Unit, 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 employees currently working those arrangements will have the option of reverting to their former status or remain part time.

ARTICLE Q - MODIFIED WORK

- Q.1
- (a) The Hospital will notify the Local Bargaining Unit President of the names of all employees who go off work due to a work related injury.
 - (b) When it has been medically determined that an employee is unable to return to her or his former position due to a permanent disability, 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.
 - (c) The Hospital agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.
- Q.2
- The Hospital will notify the local Bargaining Unit President of the names off all employees who are returning to work on modified work.

ARTICLE R – SAFETY ISSUES

- R.1
- Musculoskeletal Injury Prevention and Control**
- (a) The hospital in consultation with the Joint Health and Safety Committee (JHSC) shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices and training for the health and safety of employees.
 - (b) At least once a year the musculoskeletal prevention and control measures, procedures, practices, and training shall be reviewed and revised in the light of current knowledge and practice.
 - (c) The review and revision shall be done more frequently than annually if,
 - i) the Hospital, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or
 - ii) there is a change in circumstances that may affect the health and safety of an employee.
 - (d) The Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation and thereafter as required.

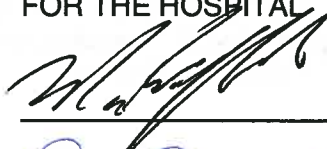
R.2 Needlestick/Sharps Safety

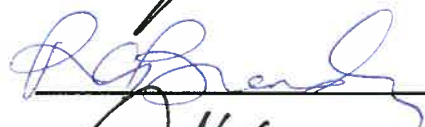
The Hospital, in consultation with the Joint Health and Safety Committee, shall develop, implement and monitor a program for the prevention of needle stick and sharp injuries and the treatment of such injuries should they occur. The program should include and address employee training and education with respect to needle stick and sharps injury prevention, and provide for the maintenance of a needle stick/sharps injuries log to detail incidents. The program shall be evaluated annually by the Hospital in consultation with the Joint Health and Safety Committee.

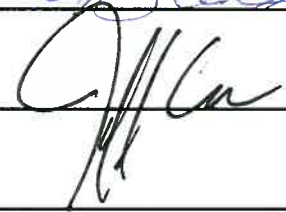
SIGNING PAGE

Signed at Kingston, Ontario this 10th day of July, 2009.

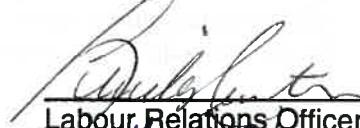
FOR THE HOSPITAL

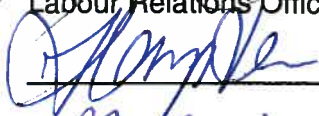







FOR THE UNION



Labour Relations Officer




LETTER OF UNDERSTANDING

Between:

**PROVIDENCE CARE -
ST. MARY'S OF THE LAKE HOSPITAL**

And:

ONTARIO NURSES' ASSOCIATION

RE: PARKING

The Hospital will continue its policy of paid parking which currently is on the basis of the following rates:

Three dollars (\$3.00) per day or
Twenty-two dollars and fifty cents (\$22.50) per pay


Prior to any changes in these rates to reflect changes in costs of providing parking services, the proposed changes will be discussed at the Union/Hospital Committee. In the event the Hospital changes the rates, the Union has the right to grieve.


Signed at Kingston, Ontario this 15th day of November, 2006.


Renewed at Kingston, Ontario this 8th day of May, 2008.

Renewed at Kingston, Ontario this 10th day of July, 2009.

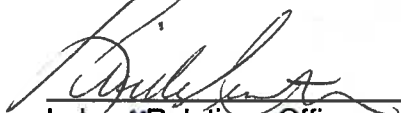
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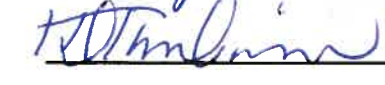




FOR THE UNION



Labour Relations Officer




LETTER OF UNDERSTANDING

Between:

**PROVIDENCE CARE -
ST. MARY'S OF THE LAKE HOSPITAL**

And:

ONTARIO NURSES' ASSOCIATION

RE: PART-TIME SCHEDULING

The parties agree to address the issue of part-time scheduling at the Hospital Association Committee meeting.

In the meantime the following will be provided to the ward clerks:

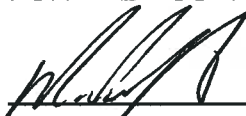
"When all the part-time Registered Nurses (RN) have reached their commitment of twelve (12) tours a month or ninety (90) hours then all subsequent tours will be offered to the most senior part-time up to twenty (20) tours or 150 hours and then offered to the next senior RN and so on."


Signed at Kingston, Ontario this 15th day of November, 2006.


Renewed at Kingston, Ontario this 8th day of May, 2008.

Renewed at Kingston, Ontario this 10th day of July, 2009.

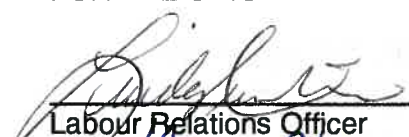
FOR THE HOSPITAL









FOR THE UNION



Labour Relations Officer




LETTER OF UNDERSTANDING

Between:

**PROVIDENCE CARE -
ST. MARY'S OF THE LAKE HOSPITAL**

And:

ONTARIO NURSES' ASSOCIATION

RE: RETIREE BENEFITS

In accordance with Article 17.01(h) of the Central Ontario Nurses' Association Collective Agreement, the parties agree as follows:

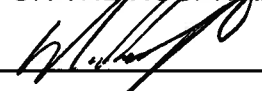
1. Any bargaining unit nurse who retires on or after January 1, 2002 and has not reached age 65, and who is in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits, and who wishes to participate in the benefit plans, will provide advance payment of the benefits to the Hospital's Payroll department through post-dated cheques provided on a yearly basis.
2. All post-dated cheques will be dated for the first of each and every month.
3. The Hospital agrees to notify the Union of the benefit premiums to retired nurses in January of each year, and at any time throughout the year if the benefit premiums change.

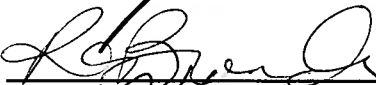
Signed at Kingston, Ontario this 15th day of November, 2006.


Renewed at Kingston, Ontario this 8th day of May, 2008.

Renewed at Kingston, Ontario this 10th day of July, 2009.


FOR THE HOSPITAL









FOR THE UNION



 Labour Relations Officer




LETTER OF UNDERSTANDING

Between:

**PROVIDENCE CARE -
ST. MARY'S OF THE LAKE HOSPITAL**

And:

ONTARIO NURSES' ASSOCIATION


RE: UNION OFFICE SPACE

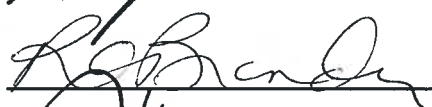
At this time the Hospital is not in a position to offer the Union office space but will reconsider this request should space become available in the future.


Signed at Kingston, Ontario this 8th day of May, 2008.

Renewed at Kingston, Ontario this 10th day of July, 2009.

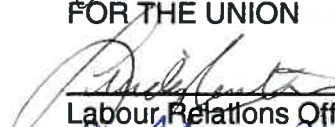
FOR THE HOSPITAL









FOR THE UNION



Labour Relations Officer




LETTER OF UNDERSTANDING

Between:

**PROVIDENCE CARE -
ST. MARY'S OF THE LAKE HOSPITAL**

And:


ONTARIO NURSES' ASSOCIATION


RE: MILEAGE ALLOWANCE


In the event that gas costs go above \$1.20 a litre, the Employer will take steps to ensure that the employees do not lose money in the service of the Employer by reviewing the mileage allowance at that time to ensure that the nurses in the Regional Geriatric Programme are not out-of-pocket.

This review would occur again whenever gas increases another \$0.30 per litre (i.e. at the \$1.50 per litre point and so forth). These reviews and adjustments in times of high gas prices would be in addition to the annual reviews referred to in Article N.02 (b) and would be shared with the Union.


FOR THE HOSPITAL







FOR THE UNION



Labour Relations Officer
