

**APPENDIX 3 SALARY SCHEDULES**  
**APPENDIX 4 SUPERIOR CONDITIONS**  
**APPENDIX 5 LOCAL PROVISIONS**

**Between:**

**THE QUEENSWAY CARLETON HOSPITAL**  
[hereinafter called the "Hospital"]

**And:**

**ONTARIO NURSES' ASSOCIATION**  
[hereinafter called the "Union"]

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**APPENDIX 3 – SALARY SCHEDULE****FULL-TIME, REGULAR PART-TIME, CASUAL PART-TIME****HOURLY RATES****REGISTERED NURSE**

	<b>Effective April 1, 2008</b>	<b>Effective April 1, 2009</b>	<b>Effective April 1, 2010</b>
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	\$36.94
8 Years	\$39.31	\$40.49	\$41.70
25 Years	\$40.00	\$41.20	\$42.44

**REGISTERED NURSE – TEAM LEADER (R.N. rate plus \$1.00)**

	<b>Effective April 1, 2008</b>	<b>Effective April 1, 2009</b>	<b>Effective April 1, 2010</b>
Start	\$28.67	\$29.50	\$30.36
1 Year	\$29.08	\$29.92	\$30.79
2 Years	\$29.55	\$30.41	\$31.29
3 Years	\$30.95	\$31.85	\$32.78
4 Years	\$32.37	\$33.31	\$34.28
5 Years	\$34.14	\$35.13	\$36.15
6 Years	\$35.91	\$36.96	\$36.04
7 Years	\$37.71	\$36.81	\$39.94
8 Years	\$40.31	\$41.49	\$42.70
25 Years	\$41.00	\$42.20	\$43.44

**CLINICAL NURSE EDUCATOR**

	<b>Effective April 1, 2008</b>	<b>Effective April 1, 2009</b>	<b>Effective April 1, 2010</b>
Start	\$28.78	\$29.64	\$30.53
1 Year	\$29.19	\$30.07	\$30.97
2 Years	\$29.65	\$30.54	\$31.46
3 Years	\$31.10	\$32.03	\$32.99
4 Years	\$32.55	\$33.53	\$34.54
5 Years	\$34.34	\$35.37	\$36.43
6 Years	\$36.15	\$37.23	\$36.35
7 Years	\$37.99	\$39.13	\$40.30
8 Years	\$40.69	\$41.91	\$43.17
25 Years	\$41.40	\$42.64	\$43.92

CLINICAL NURSE SPECIALIST

	<u>Effective</u> <u>April 1, 2008</u>	<u>Effective</u> <u>April 1, 2009</u>	<u>Effective</u> <u>April 1, 2010</u>
Start	\$32.36	\$33.33	\$34.33
1 Year	\$32.89	\$33.88	\$34.90
2 Years	\$33.06	\$34.05	\$35.07
3 Years	\$34.44	\$35.47	\$36.53
4 Years	\$35.87	\$36.95	\$38.06
5 Years	\$37.32	\$38.44	\$39.59
6 Years	\$38.85	\$40.02	\$41.22
7 Years	\$40.45	\$41.66	\$42.91
8 Years	\$43.04	\$44.33	\$45.66
25 Years	\$43.81	\$45.12	\$46.47

NURSE PRACTITIONER

	<u>Effective</u> <u>April 1, 2008</u>	<u>Effective</u> <u>April 1, 2009</u>	<u>Effective</u> <u>April 1, 2010</u>
Start	\$35.44	\$36.50	\$37.60
1 Year	\$36.01	\$37.09	\$38.20
2 Years	\$36.21	\$37.30	\$38.42
3 Years	\$37.72	\$38.85	\$40.02
4 Years	\$39.30	\$40.48	\$41.69
5 Years	\$40.89	\$42.12	\$43.38
6 Years	\$42.57	\$43.85	\$45.17
7 Years	\$44.30	\$45.63	\$47.00
8 Years	\$47.15	\$48.56	\$50.02
25 Years	\$47.99	\$49.43	\$50.91

**APPENDIX 4 - SUPERIOR CONDITIONS**

**FULL-TIME**

Previously existing conditions retained as provided for in the O'Shea Interest Arbitration Award dated October 23, 1981 include the following:

A In addition to the salary set out above in the Salary Schedule, the Hospital will pay the following monthly increments providing:

- (a) Proof of standing must be submitted by the nurse to the Hospital.
- (b) There shall be no pyramiding of certificates or degrees.
- (c) Payment of the increment shall commence at the start of the first pay period following filing with the Hospital of the required proof of standing, except that a newly hired nurse who is qualified for an educational increment on her date of hiring shall be paid from that date.

Nursing Unit Administration Course	----	\$15.00
B.Sc.N. Degree or relevant degree	-----	80.00
M.Sc.N. Degree or relevant degree	-----	120.00

**PART-TIME**

Previously existing conditions retained as provided for in the O'Shea Interest Arbitration Award dated October 23, 1981 include the following:

A Education Allowances

Education Allowances provided in the full-time Agreement shall apply pro rated against tours worked.

**ARTICLE A - RECOGNITION**

**A.1**            Full-Time

The Hospital recognizes the Union as the sole and exclusive bargaining agent for all registered and graduate nurses engaged to work in a nursing capacity by the Queensway Carleton Hospital save and except Head Nurses, persons above the rank of Head Nurse, Staff Development Officer, Quality Control Nurse, Employee Health Nurse, Discharge Planner and nurses working less than five (5) tours per week.

(Dec. 6, 1993: Head Nurse now called Nurse Manager; Staff Development Officer now called Nurse Educator; Employee Health Nurse now called Occupational Health Nurse.)

Part-Time

The Hospital recognizes the Union as the sole and exclusive bargaining agent for all registered and graduate nurses engaged to work in a nursing capacity by the Queensway Carleton Hospital, save and except Head Nurses, persons above the rank of Head Nurse, Staff Development Officer, Quality Control Nurse, Employee Health Nurse.

(Dec. 6, 1993: Head Nurse now called Nurse Manager; Staff Development Officer now called Nurse Educator; Employee Health Nurse now called Occupational Health Nurse.)

**ARTICLE B - DEFINITIONS**

**B.1**            "Supervisor" or "Immediate Supervisor", when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

**ARTICLE C - MANAGEMENT RIGHTS**

**C.1**            The Union acknowledges that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this agreement and, 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, demote, classify, transfer, lay-off, recall, discharge or otherwise discipline nurses, provided that a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c)    determine, in the interest of efficient operation and highest standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service and the location of work;

- (d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;
- (è) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the nurses.

These rights shall not be exercised in a manner inconsistent with the provisions of this agreement.

#### **ARTICLE D - REPRESENTATIVES AND COMMITTEES**

D.1 It is understood and agreed that representatives and committee members include representatives from either full-time or part-time. These representatives, committee members and committees constitute joint representation under both full-time and part-time agreements.

There shall be representatives from each of the following Units:

C4 Medicine Units (1), ICU (1), Inpatient-Surgical Unit (1), Psychiatry (1), Operating Room (1), PACU (1), POAC/Day Stay/Unit/AMCare(1), Emergency (1), Rehab/Geriatric (1), ALC (1), A3 Medicine Unit (1) and Child Birth Program (2).

D.2 It is understood that one Negotiating Committee, one Grievance Committee and one Association-Hospital Committee shall represent both full-time and part-time nurses.

D.3 Negotiating Committee - There shall be a Negotiating Committee composed of three (3) nurses, at least one of whom shall be a part-time nurse.

D.4 Grievance Committee - There shall be a Grievance Committee composed of three (3) nurses.

D.5 Hospital-Association Committee  
There shall be a Hospital-Association Committee composed of at least three (3) members of the Union, one of whom may be a part-time nurse and at least three (3) representatives of the Hospital, one of whom shall be the Chief Nursing Officer or her designate. There shall be an equal number of representatives for each party on the committee.

D.6 There shall be a Professional Development Committee composed of three (3) members of the Union one of whom shall be the Bargaining Unit President or designate and two (2) elected Nurses or designate and three (3) representatives of the Hospital, one (1) of whom shall be the Chief Nursing Officer or designate and one (1) Human Resource Representative and one (1) Clinical Director or designate. The parties may agree to incorporate other disciplines into the committee.

D.7 The Hospital and the Union are committed to collaborative labour relations. The parties recognize the importance of the Bargaining Unit President in the resolution of issues in this regard. Accordingly, one hundred and sixty-five (165) paid hours per year shall be granted to the Bargaining Unit President for the purpose of attending joint Hospital Union meetings. She or he shall be paid for seven and one-half (7.5) hours or eleven and one quarter (11.25) hours as the case may be at her regular

straight time hourly rate. The designated days will be determined by mutual agreement of the President and her or his Manager. Where the joint meetings cannot be scheduled on the designated day, the paid day shall be considered time-off in lieu of attendance at joint meetings outside her or his regularly scheduled hours.

**ARTICLE E - INTERVIEW**

- E.1 The interview referred to in Article 5.06 of the Central Collective Agreement shall take place during the hospital nursing orientation. The Union will be notified at least two (2) weeks in advance of the date of the interview and the time of the interview will be mutually agreed upon. The Hospital will provide the Union with the number of RNs taking part in the nursing orientation program. Should the date of orientation be cancelled the Hospital will notify the Union immediately and make alternate arrangements for a follow up date.

**ARTICLE F - SENIORITY LIST - ADDRESS LIST**

- F.1 The Hospital shall provide to the Bargaining Unit President, bi-annually three (3) copies of the a full-time and part-time seniority lists and a list of current addresses and phone numbers of nurses no later than March 1<sup>st</sup> and October 1<sup>st</sup> of each year. At the same time the Hospital will provide a list of names and units of all staff with the following status:
- Individual Special Circumstance
  - Full time no Master
  - Part time no Master

**ARTICLE G - RESIGNATION NOTICE**

- G.1 For efficient replacement of staff, nurses are requested to submit to their Nurse Manager, four (4) weeks' notice, in writing, of intent to resign their employment from the hospital.

**ARTICLE H - LEAVE OF ABSENCE - UNION BUSINESS**

- H.1 Upon written request, leaves of absence for Union business will be granted pursuant to the following provisions:
- (a) Adequate notice of at least two (2) weeks is given to the Hospital except in extenuating circumstances.
  - (b) That not more than five (5) nurses at any one time be allowed such leave. The number allowed from any one (1) unit shall be dependant on replacement coverage. Request for leave will not be unreasonably denied.
  - (c) That the total number of days for all nurses excluding the Bargaining Unit President in any one (1) calendar year for such leave shall not exceed one hundred (100) days.

**ARTICLE I - REST PERIODS**

- I.1 In accordance with Article 13.01(b) and subject to the exigencies of patient care, there shall be two (2) fifteen (15) minute paid rest periods (or equivalent) during a 7.5 hour tour, times to be scheduled by the Nurse Manager or designate and a total of three (3) fifteen (15) minute paid rest periods during an extended tour, times to be scheduled by the Nurse Manager or designate.

**ARTICLE J - SCHEDULING REGULATIONS**

- J.1 A nurse will receive premium pay as provided for in Article 14.03 for all hours worked on a third and subsequent consecutive 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) when a part-time nurse requests to work their commitment on weekends only, the request will be in writing to the Hospital and copied to the Union. The Hospital and the Union will meet to discuss the request.
  - (d) such weekend is worked as the result of an exchange of tours with another nurse or
  - (e) a nurse has worked less than a total of 7.5 hours on an intervening or subsequent weekend, or
  - (f) such nurse is a casual nurse that is not pre-booked on the posted work schedule.

J.2 Scheduling Regulations

Master rotations will be developed by each nurse manager in consultation with the staff of the unit and a member of the ONA Executive. Changes or amendments to the master rotation will be in consultation with the staff of the unit and member of the ONA Executive.

Work schedules will be provided according to Master Rotations and declared availability for additional tours prior to posting and will be posted at least four (4) weeks in advance on the Nursing Unit covering at least a six (6) week period.

The six (6) week work schedule will be posted in accordance with the following for full-time, regular part-time, and part-time without rotation nurses:

- (a) Nurses will be scheduled to have at least two (2) weekends off in four (4).
- (b) Nurses will not be scheduled to work more than two (2) different tours (i.e. days/evenings/nights) in a week.
- (c) Split days off for full-time nurses will be scheduled at a minimum, provided it is recognized that some split days off may be scheduled in accordance with Hospital requirements.

- (d) Regular Part Time Commitment  
A regular part time nurse must work the following commitment as required by the Hospital:
- i) Two (2) weekends in four (4).
  - ii) Two (2) tours per weekend.
  - iii) Two (2) different tours (i.e. days/evenings, days/nights, evenings/nights).
  - iv) December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup> or December 31<sup>st</sup>, January 1<sup>st</sup> and 2<sup>nd</sup> as required alternating annually in accordance with Article J2 (f).
- (e) Part-Time Without Rotation Commitment  
A part-time without rotation nurse must work the following commitment as required by the Hospital:
- i) 7.5 hour tour unit – four (4) tours in a pay period
  - ii) 11.25 hour tour unit – three (3) tours in a pay period
  - iii) Mixed tour unit – two (2) 11.25 hour tours and one (1) eight (8) hour tour in a pay period.
  - iv) Every other weekend – two (2) tours per weekend
  - v) Two (2) different tours (i.e. days/evenings, days/nights, evening/nights)
  - vi) December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup> or December 31<sup>st</sup>, January 1<sup>st</sup> and 2<sup>nd</sup> as required, alternating annually in accordance with Article J2 (f)
  - vii) When scheduling the commitment of part time without rotation the Hospital will schedule as close to a .4 FTE (30 hours bi-weekly) as possible and;
  - viii) Part time without rotation will be scheduled as per their commitment after the Regular Part time has been scheduled up to their commitment as per (d) above.
  - ix) Part time without rotation nurses will be scheduled weekend tours before being scheduled Monday to Friday tours.
  - x) Part time without rotation nurses are required to provide availability to work their commitment as per item (e) above. Such availability will be submitted six (6) weeks in advance of the posted work schedule covering a six (6) week period. If Part time without rotation nurses do not submit their availability prior to this period, they shall be scheduled tours as needed by the Hospital in accordance with their required commitment.

It is understood that the provision of availability for every other weekend includes any and all tours that occur between Friday 2330 and Sunday 2330 as per Article J.6. The Hospital will schedule the nurse as operational needs require.

(f) Christmas/New Years Scheduling

The Hospital agrees to schedule five (5) consecutive days off for nurses during Christmas and New Year's period, unless otherwise requesting fewer days off, so that a nurse will have either period off. Time off at Christmas shall include December 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup>, if requested, and time off at New Year's shall include December 31<sup>st</sup>, January 1<sup>st</sup> and January 2<sup>nd</sup>, if requested. The Hospital may at its discretion, waive all other scheduling requirements during the period from December 15<sup>th</sup> to January 15<sup>th</sup>. This provision will not apply to areas where nurses normally work Monday to Friday and are not normally scheduled to work on a paid holiday. It is understood and agreed that all nurses (excluding casuals) will be scheduled to work, if required, either of the five (5) day periods mentioned above. When extra time off is available it shall be offered by seniority to those nurses interested who have been scheduled for the shift in question.

All nurses will alternate working Christmas and New Years. A nurse who is scheduled to work one (1) holiday or the other and does not work that holiday in the year it was scheduled will be scheduled to work the same designated holiday the following year. Where a dispute arises a nurse shall work the opposite period from last year.

For the purposes of clarification, working Christmas is defined as December 24<sup>th</sup> (23:30) to December 25<sup>th</sup> (23:30). New Year's is defined as December 31<sup>st</sup> (23:30) to January 1<sup>st</sup> (23:30).

The Hospital will post the Christmas/New Years schedule no later than November 15<sup>th</sup> annually. At the same time the schedule is posted the Hospital will provide a copy of the previous Christmas/New Year's schedule for reference purposes.

(g) Request to Exchange Tours

Requests for changes in posted work schedules must be submitted in writing and co-signed by nurse willing to exchange tours. It is understood that such change in tour initiated by the nurse and approved by the Hospital shall not result in any overtime or other premium payment.

(h) Banked Time

When a nurse chooses equivalent time off as provided for in Article 14.09, such time off must be taken at a time arranged between the nurse and the Hospital. Nurses cannot accumulate more than forty-five (45) hours time off in banked overtime.

When a nurse has already accumulated the maximum of forty-five (45) hours, should she/he be required to work overtime, such overtime hours will automatically be paid. Banked overtime hours must be used by the end of each fiscal year in which they were accumulated. Banked overtime hours which have not been taken by the end of March 31, will be paid out to the nurse.

(l) Distribution of Additional Tours for Part-Time Nurses

It is understood that the term "part-time nurses" includes: regular part-time, part-time without rotation, and casual part-time nurses.

- i) For part-time nurses, additional tours shall be scheduled in descending seniority order on a cyclical basis within each day/night or day/evening rotation.
- ii) Nurses who wish to be considered for additional tours must indicate their availability six (6) weeks in advance of the posted schedule covering a six (6) week period.
- iii) A nurse who declares them self available and later becomes unavailable shall notify the Hospital as soon as this change of circumstances becomes known.
- iv) Provided they are qualified, nurses may submit their availability to work additional tours on more than one Unit.
- v) It is understood that a part-time nurse's declaration of availability to work specified additional tours constitutes their consent for the Hospital to schedule them to work those tour(s).
- vi) When part-time nurses have been scheduled additional tours based on their submitted availability, they must report for that tour unless arrangements satisfactory to the Hospital are made.
- vii) When additional tours are scheduled prior to the posting period, staff will be responsible to check the posted rotation.
- viii) When additional tours are scheduled after the posting period, staff will be notified in person or by phone.
- ix) It is understood that the Hospital will not be required to offer tours which would result in a nurse being paid at a premium rate.

(i) Sequence for Scheduling Part-time Staff for Additional Tours

First, part-time nurses for which the acceptance of an additional tour will not result in them being paid at a premium rate will be scheduled to work, as per the following sequence:

- i) Regular part-time nurses and part-time without rotation nurses on the Unit who have declared themselves available to work the additional tour(s).
- ii) Casual part-time nurses on the Unit who have declared themselves available to work the additional tour(s).
- iii) Job sharing nurses on the Unit not scheduled for that shift in the full-time master rotation, who have declared themselves available to work the additional tour(s).

- iv) Job sharing nurses on the Unit whose job share partner is scheduled on the master rotation, who have declared themselves available to work the additional tour(s).
- v) Qualified nurses from other Units who have declared themselves available to work the additional tour(s), as per the above sequence.
- vi) Nurses who have not declared themselves available who when contacted have indicated that they are willing to work the additional tour(s) in question.

Second, if the additional tours cannot be scheduled as per the sequence noted above, nurses who would be entitled to be paid at a premium rate as a result of working the additional tour(s), will be scheduled to work the tour(s) in accordance with the following sequence:

- i) Regular part-time nurses and part-time without rotation nurses on the Unit who have declared themselves available to work the additional tour(s).
- ii) Casual part-time nurses on the Unit who have declared themselves available to work the additional tour(s).
- iii) Job sharing nurses on the Unit not scheduled for that shift in the full-time master rotation, who have declared themselves available to work the additional tour(s).
- iv) Job sharing nurses on the Unit whose job share partner is scheduled on the master rotation, who have declared themselves available to work the additional tour(s).
- v) Qualified nurses from other Units who have declared themselves available to work the additional tour(s), as per the above sequence.
- vi) Nurses who have not declared themselves available who when contacted have indicated that they are willing to work the additional tour(s) in question.

(k) Standby

- i) Scheduled standby assignments will be distributed equitably among the nurses in any unit utilizing standby.
- ii) Standby assignments shall be posted at the same time as the tours of duty schedules. Nurses shall be permitted to exchange their standby assignments provided requests for changes in assignments are submitted in writing and co-signed by the nurse willing to exchange assignments.
- iii) A nurse shall not be scheduled on standby on her/his regularly scheduled weekends off or on vacation unless agreed to by the nurse.

- iv) Standby will not be scheduled on a night before a scheduled day shift unless otherwise agreed to by the nurse.
  - v) Where a nurse has been called in from stand-by and worked beyond 03:00 such nurse will not be required to report for their next scheduled shift until twelve (12) hours has elapsed from the end of the call-back. The nurse may choose to report for work at her regularly scheduled start time if she so desires.
- (l) Less Than the Normal Tour  
Where a part-time nurse(s) is scheduled to work less than a normal tour (7.5 hours), Article J 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 seven point five (7.5) hours to a reasonable level.
  - ii) No part-time nurse will be scheduled to work solely on tours which are comprised of less than seven point five (7.5) hours in any pay period, except where such arrangements are agreed to by the nurse.
- (m) Scheduling Regulations for 7.5 Hour Tours.  
Premium pay is payable:
- i) If a nurse is scheduled on the posted work schedule without a minimum of sixteen (16) hours off when transitioning from days to evenings.
  - ii) If a nurse is scheduled on the posted work schedule without a minimum of forty eight (48) hours off when transitioning from nights to days or evenings.
  - iii) If a nurse is ordered in to work a tour by the Hospital without a minimum of sixteen (16) hours off between tours of duty or forty eight (48) hours off when transitioning from nights to days or evenings.
  - iv) If a part-time nurse is scheduled to work an additional tour without a minimum of sixteen (16) hours off between tours of duty when transitioning from evenings to days, as a result of declaring them self available to work the additional tour(s) under Article J.2 (i).
  - v) If a part-time nurse is scheduled to work an additional tour without a minimum of forty eight (48) hours off between tours of duty when transitioning from nights to days or evenings, as a result of declaring them self available to work the additional tour(s) under Article J.3 (i)
  - vi) For nurses who work 7.5 hour tours, premium rates will apply for the eighth (8<sup>th</sup>) and successive tours worked until a nurse is scheduled a day off. The Hospital will endeavour to schedule a replacement day off as operationally feasible. It is understood that this does not constitute a change in schedule or cancellation of shift under the collective agreement.
- (n) Scheduling Regulations for Extended Tours

Premium pay is payable:

- i) If a nurse is scheduled on the posted work schedule without a minimum of twelve (12) hours off when transitioning from days to evenings.
- ii) If a nurse is scheduled on the posted work schedule without a minimum of forty eight (48) hours off when transitioning from nights to days or evenings.
- iii) If a nurse is ordered in to work by the Hospital without a minimum of twelve (12) hours off between tours of duty or forty eight (48) hours off when transitioning from nights to days or evenings.
- iv) If a nurse is scheduled to work an additional tour without a minimum of twelve (12) hours off between tours of duty when transitioning evenings to days, as a result of declaring them self available to work the additional tour(s) under Article J.2 (i).
- v) If a nurse is scheduled to work an additional tour without a minimum of forty eight (48) hours off between tours of duty when transitioning from nights to days or evenings, as a result of declaring them self available to work the additional tour(s) under Article J.3 (i).
- vi) Nurses who work extended tours will not be scheduled to work more than three (3) consecutive tours. Premium rates will apply for the fourth (4<sup>th</sup>) and successive tour worked until a nurse is scheduled a day off. The Hospital will endeavour to schedule a replacement day off as operationally feasible. It is understood that this does not constitute a change in schedule or cancellation of shift under the collective agreement.
- vii) It is understood that schedules comprised of two (2) days and two (2) nights does not trigger the payment of the premium under this article.

Two (2) day two (2) night schedules can only be implemented with the agreement of the Hospital and the Union.

J.3

Extended Tours

- (a) Extended tours shall be introduced into any unit when:
  - i) Seventy-five (75%) of the nurses in the unit who vote by secret ballot; and
  - ii) The Hospital agrees to implement the extended tours:such an agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended tours may be discontinued in any unit when:

- i) Fifty percent (50%) of the nurses in the unit so indicate by secret ballot; or
  - ii) The Hospital provides the Union with written notice of its desire to discontinue the extended tours.
- (c) When written notice of discontinuation is given by either party in accordance with paragraph two (2) above, then,
- i) The parties shall meet within two (2) weeks of the giving of notice to review the request for a discontinuation; and
  - ii) Where it is determined that the Extended Tours will be discontinued, affected nurses shall be given sixty (60) days notice before the schedules are so amended.
- (d) There will be an on-going evaluation of the Extended Tour in each unit.

It is understood that the implementation of Extended Tours will be on a trial period for six (6) months. At the completion of the trial period a second vote will be taken in accordance with paragraph one (1). Voting will take place as per the Voting Guidelines attached to this agreement.

J.4 Pursuant to Article 14.10, the hours of a night and evening shift shall be defined as the following:

Night Shift	23:30 – 07:30
Evening Shift	15:30 – 23:30

J.5 The hours of a weekend shall be defined as 23:30 Friday to 23:30 Sunday.

**ARTICLE K - PAID HOLIDAYS**

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
July 1st	Boxing Day
August Civic Holiday	3 <sup>rd</sup> Mon. in Feb. (Family Day)

In the event some other holiday is proclaimed one of the existing days will be replaced by such day as per agreement of the local parties.

K.2 Lieu days shall be granted to full-time Nurses up to one hundred and twenty days (120) days after the date on which the holiday was observed. Nurses must submit a written request for the lieu day to be taken on a day mutually agreed between the Nurse and the Hospital. If the Hospital cannot grant the lieu day as requested within the one hundred and twenty (120) days the nurse may bank the lieu day to take at a

mutually agreed upon time between the Nurse and the Hospital. All outstanding lieu days will be paid out by March 31<sup>st</sup> of each year.

- 3 A tour that begins or ends during the twenty-four (24) hour period of the above holidays shall be paid at the rate of time and one-half (1 ½) the nurse's straight time hourly rate for all hours worked on the holiday.
- 4 A full-time nurse who is required to stand-by on a recognized holiday shall be paid stand-by pay in accordance with Article 14.07, call-back pay as provided in Article 14.06 in the event that she is called back to work, and in addition, if she qualifies under the provisions of Article 15 she may elect either of the following:
- (a) holiday pay (straight time rate);
  - (b) a lieu day off with pay at her regular straight time hourly rate of pay, such day to be granted within thirty (30) days of the date on which the holiday was observed, to be taken on a day arranged between the nurse and the Hospital;
  - (c) failure to elect either (a) or (b) prior to the date on which the holiday occurs will result in holiday pay at her straight time rate.
- 5 A nurse who works in a unit which routinely closes between Christmas and New Years Day, or for another period, may bank up to five (5) lieu days to be taken during the closure.
- These days must be taken by March 31<sup>st</sup> annually or shall be paid.
- 6 Subject to the exigencies of patient care lieu days may be taken as part days to be arranged between the nurse and the hospital.

**ARTICLE L- BULLETIN BOARDS**

- 1 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and other matters restricted to Union matters. All such notices must be signed by a member of the Union executive prior to being posted.

**ARTICLE M- PREPAID LEAVE PLAN**

- .1 The number of nurses who may be absent at any one time under the prepaid leave plan Article 11.11 shall be a total of eight (8) and with a guideline of:
- 1 - Emergency
  - 1 - Operating Room/PACU/POAC/Day Stay/Ambulatory Care
  - 1 - Psychiatry
  - 1 - Surgery
  - 1 - C4 Medicine
  - 1 - A3 Medicine
  - 1 - Rehab/Geriatrics
  - 1 - ALC
  - 1 - ICU
  - 1 - Childbirth Program

For clarity the total of 8 nurses is the combined total of full-time and part-time nurses.

**ARTICLE N - NURSES WEEK COMMITTEE**

N.1 The membership of the Nurses Week Committee shall be established by an expression of interest.

**ARTICLE O - HEALTH & SAFETY**

O.1 (a) In all cases of lost-time work related injuries, Hospital and Union representatives along with the injured nurse will conduct an accident investigation. Through the investigation the cause(s) of the accident shall be determined and recommendations developed to minimize the risk of reoccurrence. The Union representative and the injured nurse will be provided copies of WSIB Form 7 and Hospital form PERS-0724-90-02 as part of this process.

(b) The Hospital and Union support the establishment of a Modified Work Program which includes early assessment of injury, a clinical based identification of the nurse's physical limitations and reasonable work/workplace accommodation which facilitates the rehabilitation of the injured nurse.

Employees absent due to extended illness or injury are obligated to communicate their expected return to work and any restrictions if applicable to Occupational Health Services department.

It is encouraged that nurses provide as much notice as possible of expected return to work.

Once notice of return to work is received by Occupational Health Services a Modified Return to Work program will be set in motion if necessary as per P1 (c).

(c) When it has been medically determined that an nurse is unable to return to the full duties of her or his position due to a disability, the Hospital will notify and meet with the staff representative of the Ontario Nurses' Association and the local representative to discuss the circumstances surrounding the nurse's return to suitable work. The unavailability of representatives shall not delay the return to work.

**ARTICLE P - L.T.D. NOTICE**

P.1 The Hospital will provide the Bargaining Unit President, the name of each nurse who is off work on L.T.D., once confirmation has been received from the Hospital's L.T.D. carrier that the nurse has been accepted or rejected for benefits.

**ARTICLE Q - VIOLENCE, HARRASSMENT AND AGGRESSIVE BEHAVIOUR IN THE WORKPLACE**

- Q.1
- (a) The Hospital and the Union recognize that any form of verbal, physical, sexual, racial or other abuse of nurses is not acceptable. Any nurse who believes a situation to be in contravention of Hospital policies regarding Harassment & Aggressive Behaviour or Workplace Violence shall be reported immediately to the appropriate supervisor, who will make every effort to rectify the abusive situation.
  - (b) The Hospital shall provide updated statistics on aggressive/abusive incidences to the Occupational Health and Safety Committee.
  - (c) When a nurse, in the exercise of her or his functions, suffers damage to her or his personal belongings (clothing, watch, glasses, contact lenses and prosthesis; jewellery is excluded with the exception of plain wedding bands), directly attributed to any assault, the Hospital shall provide for reasonable repair or replacement cost. It is understood that reimbursement shall be subsequent to completion of a written request and the nurse's provision of a receipt.

The nurse will endeavour to present her or his claim to the Hospital within seven (7) days after the event, unless it was impossible for her or him to do so during this period.

**ARTICLE R**

- R.1 In accordance with article 10.07 (d) full time nurses may be considered for temporary full time vacancies.

**ARTICLE S**

- S.1 The Hospital agrees to provide a copy of the Guidelines for Mentorship arrangements to each Nurse who agrees to be a mentor.

Nurses interested in participating in formal mentoring arrangements will indicate their interest in writing to their Nurse Manager. At the request of any Nurse the Manager will discuss with any candidate ways in which he/she may be eligible in the future.

**ARTICLE T - NOTIFICATION OF JOB POSTING CANDIDATE**

- T.1 The parties agree that any unsuccessful candidate who has been interviewed for an ONA job posting will be notified by the Nurse Manager prior to the posting of the name of the successful candidate.

The parties further agree that notification of the successful applicant will be copied to the ONA Bargaining Unit President on a monthly basis.

**ARTICLE U – ALTERNATIVE SCHEDULING****U.1      Job Sharing**

Two nurses may share a full-time position subject to the agreement of all parties and provided that the following conditions are met:

- (a) Job sharing shall be initiated by the incumbent of a full-time position who wishes to enter into such an arrangement and shall require the approval of the Hospital.
- (b)
  - i) If approved, the partnership vacancy shall be posted and the selection based on the criteria set out in the Collective Agreement (in particular, but not limited to Article 10). It is understood and agreed that the arrangement is for a trial period of three (3) months during which the Hospital will determine if the arrangement can work satisfactorily. Within this period either nurse may return voluntarily, or be returned by the Hospital, to her former position.
  - ii) When two (2) full-time nurses on a unit wish to job share one position, the vacant full-time position will be posted and filled in accordance with the Collective Agreement.
- (c) Posted schedules for the job sharers shall be based on the schedules that would apply to a full-time nurse holding that position. Such schedule shall conform with the scheduling provisions of the full-time Collective Agreement. The division of the scheduled tours shall be determined by mutual agreement of the two nurses and the Head Nurse of the Unit.
- (d)
  - i) Job sharers shall endeavour to cover for their partner in all absences excluding vacation and shall not be required to cover for their partner for extended sick leaves, or any other lengthy absence, unless mutually agreed otherwise. In the event of a lengthy absence, the absent partner shall not be required to arrange for coverage of her shifts.
  - ii) For purposes of this agreement, the term lengthy absence shall be defined as an absence beyond two (2) weeks.
- (e) 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 position. If the remaining nurse 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.
- (f) A job sharing arrangement may be ended by the Hospital or the Union with thirty (30) days written notice. A meeting will be held within fifteen (15) days to discuss the discontinuation. Should the position remain, the nurse previously full-time will revert to her former status and the full-time position will become her position. If there is no nurse who was formerly full-time, the full-time position will be posted in accordance with the Collective Agreement.

The nurse(s) previously part-time may exercise seniority rights to obtain a part-time position if no part-time positions are available on the same Unit. Should the position be eliminated, the nurses may exercise seniority rights to obtain a part-time position.

- (g) All job sharers shall otherwise be treated as regular part-time nurses and shall be subject to the provisions of the part-time Collective Agreement.
- (h) It is understood job sharers may be offered additional hours in accordance with the Distribution of Part-time Tour (Article J.3 (J)).

U.2 Weekend Worker

A unit weekend schedule (weekend worker) as per Article 13.04 may be developed when both the Hospital and the Union agree to implement one. Should a nurse wish to initiate a unit weekend schedule, s/he will submit a request in writing to the Nurse Manager with a copy to the Bargaining Unit President. Should the Hospital wish to initiate a unit weekend schedule, the Nurse Manager will provide a written request to the Labour & Employee Relations department with a copy to the Bargaining Unit President.

Should the Union and the Hospital mutually agree to the introduction of unit weekend scheduling, the parties will meet to negotiate the introduction of such schedule, the manner in which the positions are filled and how the discontinuation of the schedule may occur in consideration of the principles as set out in Article 13.04.

**ARTICLE V – VOLUNTARY BENEFITS**

V.1 Voluntary Part-Time Benefits

- (a) The Hospital agrees to provide part-time nurses with the option of participating in any and all of the group health and welfare benefit programs set out in Article 17 of the central agreement, subject to the terms and conditions of the plan and any enrolment requirements. It is understood and agreed that participating nurses will pay the full amount of monthly premiums.
- (b) Part-Time nurses who retire and have not yet reached age 65 may elect to continue their participation in group health and welfare benefit programs.
- (c) Actively employed nurses will pay their monthly premiums through the payroll deduction process, unless on an authorized leave of absence, in which case payment is to be made through postdated cheques. Postdated cheques are to be dated the first day of the month, and received by the Hospital prior to the commencement of the leave.
- (d) The Hospital will notify the Union of the benefits costs to part-time nurses in January of each year and each time the benefits costs are renegotiated by the Hospital.

V.2 Retiree Benefits – Process for Payment

- (a) Any bargaining unit nurse who retires and wishes to continue to participate in group health and welfare benefits programs up to the age of 65 in accordance with Article 17.01 (h) or W.1, will provide advance payment of the full monthly amount of their benefits premiums through postdated cheques. Postdated cheques shall be provided on a yearly basis and dated the first day of each month.
- (b) The Hospital will notify the Union of the benefits costs to part-time nurses in January of each year and each time the benefits costs are renegotiated by the Hospital.

SIGNING PAGE

DATED AT OTTAWA, Ontario, this 2nd day of OCTOBER, 2008.

FOR THE HOSPITAL

RWA  
A.J. Brown  
Susan McDermott  
Leah Lewesque  
Cathy B. St.

FOR THE UNION

[Signature]  
Labour Relations Officer  
[Signature]  
w. macdonald  
[Signature]  
[Signature]

**APPENDIX 7 – GUIDELINES FOR VOTING PROCESS (ONA)**

(for the introduction of innovative scheduling and extended tours)

The following guidelines and procedures are to be followed when a vote is required in a Unit for the introduction of, or continuation of innovative scheduling and/or extended tours.

The purpose of these guidelines is to ensure that all staff members eligible to vote have the opportunity to do so.

Schedules shall be established by mutual agreement between the Hospital and the designated representative of the Union.

**Scheduling of Voting**

1. The date(s) and time(s) at which voting is scheduled to take place will be posted at least one week in advance to ensure that staff on the Unit are fully aware.
2. Voting times will be scheduled to coincide with the Unit's operation to ensure that all shifts have the opportunity to participate in the voting process (i.e. day/evening/night shift)."

*\*Subject to the mutual agreement of the Nurse Manager and the ONA representative, voting times may be scheduled at a frequency that is less or more than indicated above if circumstances warrant.*

**Eligibility to Vote**

3. Voting will be conducted by secret ballot. Only permanent part time and permanent full-time staff are eligible to vote.
4. A list of eligible full and part-time nurses will be made available during the voting process to enable the tracking of voting participants.
5. Proxy votes and/or phone votes are not permitted. Nurses must be present to vote in person during one of the prescribed voting times only.

**Results**

6. The designated ONA representative and unit's nurse manager or delegate will act as scrutineers for the voting process.
7. The final counts of the vote will be the total of all staff who participated in the vote. There will be no separate count totals of full time and part times votes.
8. The results of the vote will be provided in writing to the ONA local executive and communicated to the unit accordingly.

APPENDIX 8 – MEMORANDUM OF UNDERSTANDING

Between

Queensway Carleton Hospital (the "Hospital")

And

Ontario Nurses' Association, Local 084 (the "Union")

Re: Request for Innovative Unit Scheduling

ONA members or Nurse Managers wishing to initiate Innovative Unit Scheduling will abide by the following:

1. A written request will be provided by the initiating party to the Director, Labour & Employee Relations, with a copy to the Bargaining Unit President and to the Nurse Manager if being requested by a staff member.
2. A meeting will take place between the Bargaining Unit President, the Nurse Manager and the designated representative of the area requesting Innovative Unit Scheduling.
3. Discussion will include type of Innovative Unit Scheduling requested, any necessary Central Hospital Agreement issues needing to be addressed, voting protocol, trial periods and any other relevant issues.
4. All schedules will be established by mutual agreement between the Hospital and the Union.

DATED AT Ottawa, Ontario, this 2nd day of OCTOBER, 2008.

FOR THE HOSPITAL

[Signature]  
A.P. Brackley  
Susan McDowell  
Leah Lesesque  
Cathy Bisset

FOR THE UNION

[Signature]  
 Labour Relations Officer  
[Signature]  
W. MacDonald  
[Signature]  
[Signature]

APPENDIX 9 - MEMORANDUM OF AGREEMENT

Between

QUEENSWAY CARLETON HOSPITAL (the "Hospital")

And

ONTARIO NURSES' ASSOCIATION, LOCAL 084 (the "Union")

Re: Excess Weekly Hours of Work Agreement and Overtime Averaging Agreement as Per The Employment Standards Act, 2000

The parties hereto understand and agree to the following regarding excess weekly hours of work and hours of work averaging for determining an nurse's entitlement to overtime in accordance with the *Employment Standards Act, 2000*.

Averaging Hours of Work for Determining Overtime.

- 1. Nurse hours of work may be averaged over a period of up to 6 weeks for determining their entitlement to overtime pay in accordance with Section 22 of the Act. It is understood that this is to allow for a workable master rotation or schedule over a standard 6 week period. Such standards are designed to provide an average of 37.5 hours per week for full-time nurses and an average of no more than 75 hours in two weeks for part-time nurses, in accordance with the Collective Agreement.

Excess Weekly Hours of Work

- 2. Nurses may be permitted to work up to a maximum of 60 hours per week. Excluding unpaid meal breaks, in accordance with applicable scheduling provisions in the Collective Agreement. Nurses may refuse a request to work more than 60 hours per week, subject to "exceptional circumstances" as per Section 19 of the Act.
- 3. It is understood that under exceptional circumstances as per Section 19 of the Act, nurses may be required to work in excess of the permitted maximum number of weekly hours.

It is understood that this document constitutes an Excess Weekly Hours of Work Agreement in accordance with Section 17(1), and Overtime Averaging Agreement as per Section 22 (2), of the *Employment Standards Act, 2000*.

DATED AT OTTAWA, Ontario, this 2nd day of NOVEMBER, 2008.

FOR THE HOSPITAL

[Signature]  
A. J. Broadbent  
Susan McDowell  
Leah Levesque  
Ratna Bhatia

FOR THE UNION

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

## APPENDIX 10 - MEMORANDUM OF AGREEMENT

Between

QUEENSWAY CARLETON HOSPITAL (the "Hospital")

And

ONTARIO NURSES' ASSOCIATION, LOCAL 084 (the "Union")

Re: Individual Special Circumstance Arrangements (Article 13.05)

Without precedent and without prejudice to any future agreements between the Hospital and the Union in this regard, the parties agree to the following terms and conditions concerning the implementation of individual special circumstance arrangements, pursuant to Article 13.05 of the ONA Collective Agreement.

- (a) The parties agree that this letter is implemented in an effort to assist in the retention of full-time staff nearing retirement who may decide to continue their employment if their working hours were reduced.

*\* For clarification purposes staff must be at least 53 years of age at the time of application to be eligible for this arrangement unless the parties agree otherwise.*

- (b) Subject to the Hospital's ability to schedule the necessary replacement shifts and subject to the approval of the applicable Nurse Manager and Union, full-time nurses shall be entitled to apply to work a 0.8 full-time equivalence or a 0.9 full-time equivalence and the following applies:

	<u>0.8 FTE</u>	<u>0.9 FTE</u>
Bi-Weekly Hours	8 days @ 7.5 hours/day 60 hours	9 days @ 7.5 hours/day 67.5 hours
Dental/Medical/ Semi-Private	Same cost sharing as full-time	
HOOPP	Based on 75 hours bi-weekly	
Statutory Holidays	90 Hours (12 holidays @ 7.5 hours)	90 Hours (12 holidays @ 7.5 hours)
Vacation	Based on budgeted 0.8 FTE	Based on budgeted 0.9 FTE
Group Life	Based on budgeted 0.8 FTE	Based on budgeted 0.9 FTE
Sick Leave	Based on budgeted 0.8 FTE	Based on budgeted 0.9 FTE
Long Term Disability	Based on budgeted 0.8 FTE	Based on budgeted 0.9 FTE
Anniversary Increase	Remains on established	date

- (c) Interested nurses must make application to their Nurse Manager in writing.
- (d) It is also agreed that nurses who have individual special circumstance arrangements are not entitled to declare their availability for additional shifts.
- (e) The additional hours created will be offered in their entirety to the part-time staff of the unit in descending order of seniority or posted as temporary positions. Should no nurse accept the additional hours and/or should the temporary vacancy not be filled, the arrangement will not be allowed.
- (f) The scheduling of shifts for nurses working under this arrangement shall be in accordance with Article J.3 (a), (b), (c), (d) of the ONA Local Collective Agreement. The parties agree that when additional tours are worked by registered nurses under this arrangement Articles 13.01 (a), (c) and Article 13.02 shall apply with respect to overtime premium.
- (g) Each agreed to arrangement shall be evaluated after the first six (6) months, after the first twelve (12) months and then every year thereafter.
- (h) When the nurse resigns or transfers to part-time, the full-time position will be posted.
- (i) An individual special circumstance arrangement may be ended at any time by the Hospital, the Union or the nurse with thirty (30) days written notice.
- (j) This agreement shall be subject to a trial period of one (1) year from the date of signing indicated below. Should the parties not agree to extend this letter of understanding, all established arrangements shall cease. Should the parties agree to extend the agreement, as written or otherwise, all arrangements shall abide by the terms and conditions outlined in the new letter of understanding and this letter of understanding shall cease to preside.
- (k) A letter of understanding will be signed by the Unit Manager or designate, Bargaining Unit President or designate and the Nurse requesting such arrangement.

DATED AT OTTAWA, Ontario, this 2<sup>ND</sup> day of OCTOBER, 2008.

FOR THE HOSPITAL

[Signature]  
[Signature]  
Susan McDowdell  
Leah Lewis  
Cathy Bista

FOR THE UNION

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

**APPENDIX 11 - MEMORANDUM OF AGREEMENT**

**Between**

**QUEENSWAY CARLETON HOSPITAL (the "Hospital")**

**And**

**ONTARIO NURSES' ASSOCIATION, LOCAL 084 (the "Union")**

**Re: Trial – Request for Time off Process**

The parties hereby agree to a trial process to facilitate requests for time off as follows:

1. The trial process will commence for the time off planning period of February 1, 2009 to May 31, 2009.
2. The trial period will be reviewed and assessed in August 2009 and prior to the October 1<sup>st</sup> to January 31<sup>st</sup> planning period to determine progress and a continuation of the trial period.
3. Should the parties determine that the trial will continue, it will do so until the expiration of the Collective Agreement on March 31, 2011 or unless otherwise agreed to by the parties.
4. For the purpose of administering requests for time off the calendar year is segregated into three periods, specifically: June 1<sup>st</sup> to September 30<sup>th</sup>; October 1<sup>st</sup> to January 31<sup>st</sup>; and, February 1<sup>st</sup> to May 31<sup>st</sup>. A calendar week for the purposes of requesting time off is defined as Monday to Sunday. The Hospital will endeavour to implement reasonable quotas for each of these three periods based on the operational needs of each Unit.
  - (a) June 1<sup>st</sup> to September 30<sup>th</sup>
    - i) A time off planner will be made available by March 1<sup>st</sup> and completed by the nurses who are requesting time off.
    - ii) Requests for time off during this period must be submitted to the nurse manager by April 1<sup>st</sup>
    - iii) Requests for calendar weeks of time off will receive priority over lesser periods.
    - iv) The Hospital will identify the time off requested as approved or denied by April 30<sup>th</sup>
    - v) The work schedule for the months of July and August will be completed in accordance with Article J.2
    - vi) A nurse will be scheduled up to a maximum two (2) calendar weeks (taken together or separately) of vacation during the months of July and August. The granting of additional vacation (which includes a single vacation day or less than a complete calendar week) or time off over and above the predetermined quota will be considered by seniority only after all nurses have been given the opportunity to request summer vacation weeks.
  - (b) October 1<sup>st</sup> to January 31<sup>st</sup>
    - i) A time off planner will be made available by July 2<sup>nd</sup> and completed by the nurses who are requesting time off.
    - ii) Requests for time off during this period must be submitted to the nurse manager by August 1<sup>st</sup>
    - iii) Requests for calendar weeks of time off will receive priority over lesser periods.
    - iv) The Hospital will identify the time off requested as approved or denied by August 31<sup>st</sup>
    - v) The granting of additional vacation (which includes a single vacation day or less than a complete calendar week) or time off over and above the predetermined quota will be

considered by seniority only after all nurses have been given the opportunity to request time off.

- vi) For the purpose of Christmas and New Years scheduling Article J.2(f) still applies.
- (c) February 1<sup>st</sup> to May 31<sup>st</sup>
- i) A time off planner will be made available by November 1<sup>st</sup> and completed by the nurses who are requesting time off.
  - ii) Requests for time off during this period must be submitted to the nurse manager by December 1<sup>st</sup>
  - iii) The Hospital will identify the time off requested as approved or denied by January 2<sup>nd</sup>
  - iv) The granting of additional vacation (which includes a single vacation day or less than a complete calendar week) or time off over and above the predetermined quota will be considered by seniority only after all nurses have been given the opportunity to request time off.
  - v) The date for determining full-time vacation entitlement shall be the nurse's anniversary date of employment. Part-time vacation entitlement is determined by hours.
  - vi) Where there is a conflict between nurses requesting the same period off as vacation and the request was submitted by the deadlines associated with the period in question, then seniority shall govern.
  - vii) Requests submitted after the deadlines noted ~~above~~ will be considered based on operational needs and seniority, and will be approved or denied within four weeks of the request.
  - viii) Requests for time off will not be unreasonably denied.
  - ix) The Hospital will endeavour to schedule the weekend off prior to the commencement of a nurse's vacation if operationally feasible.
  - x) It is understood that vacation may not be accumulated from year to year without the express permission of the Hospital. Such requests will not be unreasonably denied.
  - xi) The provisions of ~~Article 11~~ Requests for Time Off will apply, except where other collective agreements provisions provide otherwise in which case those provisions will take precedence. These provisions include but are not limited to Article 11 – Personal Leaves of Absence, and Article H – Leave of Absence – Union Business.

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The trial as outlined above is intended to replace the current Article J.2(m) and Article L – Vacation effective November 1, 2008 when the time off planner is made available to nurses wishing to request time off. Until that time, these Articles will remain in effect as stipulated below:

J.2(m) Request for Days Off

Requests made by nurses for days off must be made in writing and submitted to the appropriate Nurse Manager or her delegate at least two (2) weeks in advance of the commencement of the requested leave. This advance notice period may be waived in extenuating circumstances. Requests for time off will not be unreasonably withheld.

ARTICLE L - VACATION (Full-time and Part-Time)

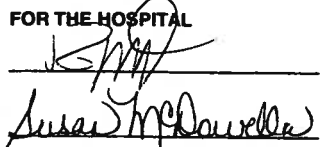
- L.1 The date for determining full-time vacation entitlement shall be the nurse's anniversary date of employment. Part-time vacation entitlement is determined by hours.

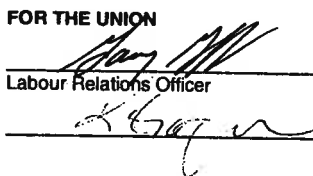
- L.2 (a) Vacation requests shall not be unreasonably denied.
- (b) A nurse must submit her written request to the Nurse Manager for the period she desires for vacation.
- i) A written request must also be submitted to the Nurse Manager by April 1<sup>st</sup>, for vacation time off during the months of July and August.
  - ii) If there is a conflict between nurses seeking the same vacation period seniority shall govern.
  - iii) The Hospital will identify the vacation requests as denied or approved by April 30<sup>th</sup>.
  - iv) The completed work schedule will be posted for July and August according to Article J.3 (b).
  - v) For vacation time off during months other than July and August a nurse must submit a written request fourteen (14) days in advance of the posting of the next posted schedule. These requests shall be granted by seniority. A written reply must be given within seven (7) calendar days of the request.
  - vi) Requests submitted after the posting of the unit schedule will be considered last minute requests and will be considered based on operational needs.
  - vii) Requests will not be unreasonably denied.
- (c) The Hospital will endeavour to schedule the weekend off prior to the commencement of the nurse's vacation.
- (d) A Nurse will be scheduled up to a maximum two (2) calendar weeks (taken together or separately) of vacation during the months of July and August. A calendar week for vacation purposes is defined as Monday to Sunday.
- The granting of additional vacation (which includes a single vacation day or less than a complete calendar week) over and above this threshold will be considered by seniority only after all nurses have had the opportunity to request summer vacation.
- (e) A calendar week for vacation purposes is defined as Monday to Sunday.

L.3 It is understood and agreed that vacation may not be accumulated from year to year without the express permission of the Hospital.

This change is being implemented on a trial basis and will be reviewed by the parties on April 1, 2010 to determine its continuation.

DATED AT OTTAWA, Ontario, this 2<sup>nd</sup> day of NOVEMBER, 2008.

FOR THE HOSPITAL  
  
 \_\_\_\_\_  
 Susan McDowell

FOR THE UNION  
  
 \_\_\_\_\_  
 Labour Relations Officer

A. J. Brundage  
Leah Keesque  
Cathy Rita

L-32

W. Mansfield  
W. Browne  
Fuller

APPENDIX 12 - MEMORANDUM OF AGREEMENT

Between

QUEENSWAY CARLETON HOSPITAL (the "Hospital")

And

ONTARIO NURSES' ASSOCIATION, LOCAL 084 (the "Union")

Re: Banked Time

The parties hereby agree that effective February 1, 2009 nurses can accumulate up to a maximum of sixty (60) hours time off in banked overtime.

Pursuant to Article J.2(h), and as of March 31, 2009, nurses will be paid out any unused banked time up to 45 hours. Any hours accumulated beyond that to a maximum of sixty (60) hours will remain in their bank to be taken as time off.

DATED AT STONINGA, Ontario, this 2nd day of October, 2008.

FOR THE HOSPITAL

[Signature]  
A.P. Broadhurst  
Susan McDowell  
Heak Kewesque  
Cathy Best

FOR THE UNION

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