

**COLLECTIVE AGREEMENT**

Between:

**RELIGIOUS HOSPITALLERS OF SAINT  
JOSEPH OF THE HOTEL DIEU OF KINGSTON  
(Hereinafter called the "Hospital")**

And:

**ONTARIO NURSES' ASSOCIATION  
(Hereinafter called the "Association")**

**Expiry: March 31, 2014**

**RELIGIOUS HOSPITALLERS OF SAINT  
JOSEPH OF THE HOTEL DIEU OF KINGSTON**

**and**

**ONTARIO NURSES' ASSOCIATION**

**Appendix 3 - Salary Schedule**

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## APPENDIX '3'

SALARY SCHEDULERELIGIOUS HOSPITALLERS OF SAINT  
JOSEPH OF THE HOTEL DIEU OF KINGSTON**Graduate Nurse**

	Effective April 1, 2011	Effective April 1, 2013
Start	\$28.45	\$29.23
1 Year	\$28.90	\$29.69
2 Years	\$29.31	\$30.12
3 Years	\$30.74	\$31.59
4 Years	\$32.20	\$33.09
5 Years	\$33.97	\$34.90
6 Years	\$35.76	\$36.74
7 Years	\$37.62	\$38.65
8 Years	\$40.26	\$41.37
25 Years	\$40.96	\$42.09

**Registered Nurse**

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

**Assistant Head Nurse**

	Effective April 1, 2011	Effective April 1, 2013
Start	\$30.19	\$31.02
1 Year	\$30.69	\$31.53
2 Years	\$31.15	\$32.01
3 Years	\$32.75	\$33.65
4 Years	\$34.34	\$35.28
5 Years	\$36.27	\$37.27
6 Years	\$38.20	\$39.25
7 Years	\$40.18	\$41.28

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8 Years	\$42.98	\$44.16
25 Years	\$43.74	\$44.94

**Nurse Educator**

	Effective April 1, 2011	Effective April 1, 2013
Start	\$31.72	\$32.59
1 Year	\$32.23	\$33.12
2 Years	\$32.71	\$33.61
3 Years	\$34.38	\$35.33
4 Years	\$36.04	\$37.03
5 Years	\$38.10	\$39.15
6 Years	\$40.11	\$41.21
7 Years	\$42.18	\$43.34
8 Years	\$45.12	\$46.36
25 Years	\$45.93	\$47.19

**Clinician/Infection Control Nurse**

	Effective April 1, 2011	Effective April 1, 2013
Start	\$34.09	\$35.03
1 Year	\$34.33	\$35.27
2 Years	\$34.88	\$35.84
3 Years	\$36.55	\$37.56
4 Years	\$38.25	\$39.30
5 Years	\$40.24	\$41.35
6 Years	\$42.38	\$43.55
7 Years	\$44.56	\$45.79
8 Years	\$47.67	\$48.98
25 Years	\$48.53	\$49.86

**Clinical Nurse Specialist**

	Effective April 1, 2011	Effective April 1, 2013
Start	\$34.77	\$35.73
1 Year	\$35.01	\$35.97
2 Years	\$35.58	\$36.56
3 Years	\$37.29	\$38.32
4 Years	\$39.01	\$40.08
5 Years	\$41.04	\$42.17
6 Years	\$43.21	\$44.40
7 Years	\$45.43	\$46.68
8 Years	\$48.65	\$49.99
25 Years	\$49.52	\$50.88

**Clinical Nurse Specialist-Nurse Practitioner (General Class)**

	Effective April 1, 2011	Effective April 1, 2013
Start	\$35.24	\$36.21
1 Year	\$35.75	\$36.73
2 Years	\$36.34	\$37.34
3 Years	\$38.13	\$39.18
4 Years	\$39.95	\$41.05
5 Years	\$42.18	\$43.34
6 Years	\$44.44	\$45.66
7 Years	\$46.73	\$48.02
8 Years	\$50.03	\$51.41
25 Years	\$50.92	\$52.32

**APPENDIX '4'**

**SUPERIOR CONDITIONS**

Provision from Central Agreement

19.09      Education Allowance

Provisions in existing collective agreements providing for educational allowances shall be continued in effect.

Provision from Local Appendix

- 15.01      (a)      An educational bonus is paid to staff nurses who:
- i)      have successfully completed a clinical or professional course recognized by the hospital; and
  - ii)     are employed in a unit where that course is relevant.
- (b)      To be recognized courses must be:
- i)      of a length to warrant consideration as a professional post graduate course, e.g. 3 months full-time study, 6-12 months part-time study; and
  - ii)     offered by a recognized educational or clinical institution, e.g. community college, university, teaching hospital (O.R. Course, Nurse Practitioner Course etc.).
- (c)      The department reserves the right to refuse to acknowledge a course. Courses from outside Canada are evaluated individually.
- (d)      Clinical Instructors, Nurse Managers and Clinical Nursing Specialists are expected to have university degrees at an appropriate level (or their equivalent) and as such receive no bonus above and beyond the salary grid.
- (e)      Education allowance provided for in the full-time agreement shall apply pro rated against tours worked.

Courses Currently Being Recognized at Hotel Dieu Hospital

- (a)      Nurse Practitioner Course - Family Medicine - \$40/month.
- (b)      O.R. Post Graduate Course - O.R./Recovery Room - \$15/month.
- (c)      Coronary Care/Surgical Intensive Care Courses - appropriate clinical intensive care units - \$15/month.

**APPENDIX '5'**

**LOCAL PROVISIONS**

**ARTICLE A – RECOGNITION**

- A.01 By virtue of the Certificate issued by the Ontario Labour Relations Board, October 28, 1980 and the accompanying decisions with respect to the composition of the Bargaining Unit, the Hospital recognizes the Ontario Nurses' Association as the exclusive bargaining agent of all its lay, registered and graduate nurses employed in a nursing capacity save and except Nurse Manager and those above the rank of Nurse Manager, Quality Assurance Officer, Employee Health Nurse and persons regularly employed for not more than 24 hours per week.
- A.02 By virtue of the Certificate issued by the Ontario Labour Relations Board, October 28, 1980 and the accompanying decisions with respect to the composition of the bargaining Unit, the Hospital recognizes the Ontario Nurses' Association as the exclusive bargaining agent of all its lay, registered and graduate nurses regularly employed in a nursing capacity for not more than 24 hours a week, save and except Nurse Manager and those above the rank of Nurse Manager, Quality Assurance Officer and Employee Health Nurse.

**ARTICLE B - MANAGEMENT RIGHTS**

- B.01 The Association recognizes that the management of the Hospital and the direction of the working force are fixed exclusively in the Hospital except as specifically limited by a provision of this agreement. Without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Hospital to:
- (a) Maintain order, discipline and efficiency.
  - (b) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline nurses provided that a claim by a nurse that she 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 operations and highest standard of service, job rating or classification, hours of work, work assignments, services to be performed, areas of work, methods of work, and working establishment for any service.
  - (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, the services to be performed, and the methods, procedures and equipment in connection therewith.
  - (e) Make and enforce and alter from time to time rules and regulations to be observed by the nurses.

- (f) The Hospital agrees that in exercising its rights it will do so in a manner not inconsistent with the provisions of this agreement.

### **ARTICLE C - NURSE REPRESENTATIVES AND ASSOCIATION COMMITTEES**

- C.01 There shall be a minimum six (6) nurse representatives exclusive of the President who shall be Hospital nurses and who shall represent both full-time and part-time nurses. The representatives shall be from the following areas:
- (a) Clinics: Breast Assessment, J4, J7, Brock 1, Cardiac Rehabilitation Centre, ENT., CHF
  - (b) PSS, Perianesthesia
  - (c) Urgent Care Centre/Radiology/COPC/Diabetes Education
  - (d) Endoscopy/CIOC/Out Patient Mental Health Clinics
  - (e) OR, Ophthalmology

The sixth (6th) representative will remain in the event that additional clinics are transferred to the Hospital.

The Association shall advise the employer of the names of the nurse representatives and the areas concerned.

- C.02 There shall be one Association-Hospital Committee composed of three (3) representatives of the Association, (representing both full-time and part-time nurses) and three (3) representatives of the Hospital. Each party may have alternates to replace a member from time to time. One Association-Hospital Committee will represent both full-time and part-time nurses.
- C.03 There shall be a Grievance Committee composed of three (3) nurses, including the President of the local Association, who shall be Hospital nurses and shall represent both full-time and part-time nurses. Each party may have alternates to replace a member from time to time.
- C.04 There shall be a Negotiating Committee composed of three (3) nurses, including the President of the local Association, at least one (1) of whom shall be part-time. Each party may have alternates to replace a member from time to time.
- C.05 The Professional Development Committee shall consist of three (3) Association members and three (3) Hospital members in accordance with Article 9.02. Each party may have alternates to replace a member from time to time.
- C.06 When a meeting between the Hospital and the Association is scheduled outside the scheduled working hours of the Bargaining Unit President, and the Hospital requires the attendance of the Bargaining Unit President, the hours spent in attending the meeting will be banked at her straight time hourly rate up to a maximum of thirty (30) hours per fiscal year. Accumulated hours may be taken as time off with pay at a time mutually agreed between the President and her manager. Any hours still banked at the end of the fiscal year will be paid out at the President's straight time hourly rate.

The Bargaining Unit President will be provided one (1) day paid per month to attend to union business.

- C.07 Requests for time off during regular working hours for Association business as defined in Article 6 of the central collective agreement shall be submitted to the Human Resources department who shall notify the appropriate Unit Coordinators of the meetings held during regular working hours involving nurses with directions to have the nurse(s) involved released from her duties.

#### **ARTICLE D - SENIORITY LISTS**

- D.01 The Hospital agrees to post on the bulletin board seniority lists on May 15th and November 15th of each year. The Hospital further agrees to send a copy of the seniority lists to the Association quarterly. Nurses' anniversary dates will be forwarded to the Association when the new Human Resources system is in place.

A copy of the seniority lists will be placed on each unit and will be readily available to the nurses.

#### **ARTICLE E - LEAVE OF ABSENCE - CHARTERED LOCAL ASSOCIATION**

- E.01 Upon written request with at least two (2) weeks notice, and subject to the requirements of the efficient operation of the Hospital, leave of absence for Association business shall be given for up to a total of ninety (90) days in a calendar year. Not more than two (2) nurses in any one unit and up to four (4) nurses in total will be considered for any one period of time.

The above total days and nurse limit shall be aggregate total for both full-time and part-time nurses.

- E.02 The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator. Subject to reasonable notice, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position. The Hospital reserves the right to limit the number of days, but will not do so unreasonably.

#### **ARTICLE F - SCHEDULING**

- F.01
- (a) Normally, full-time schedules shall provide for not more than seven (7) consecutive days of work, as long as four days off are scheduled each fourteen days. In any two week period, at least two consecutive days off will be scheduled. The remaining two days off may be split as determined by Hospital need.
  - (b) Regular part-time nurses will not be booked for more than three shifts a week without their consent. Casual part-time nurses may declare on a bi-weekly basis availability for work on specific days.
  - (c) The Hospital may cancel any scheduled work of regular part-time or casual part-time nurses in accordance with Article 14.12 (b) of the central document.

- F.02 (a) The Employer will schedule each nurse at least two (2) weekends off in four (4). The Hospital will endeavour to schedule nurses to work the day shift on at least one of the weekends worked.
- (b) A regular part-time nurse shall commit herself to be available for work at least two (2) weekends in four (4) and to work two (2) days per week and must be prepared to work an additional shift if required.
- F.03 In the case of changes in shifts assigned in accordance with the schedule, there will be an interval of not less than sixteen (16) consecutive hours duration after scheduled days or evenings and at least forty-eight (48) hours following scheduled night shifts.
- F.04 Work schedules shall be posted at least two (2) weeks in advance to cover a four (4) week period.
- F.05 No tours will be split by an unpaid period, other than the normal meal break.
- F.06 A nurse may be permitted to exchange her scheduled hours of work with another nurse provided the nurse finds her own replacement and the arrangement is submitted in writing to the Nurse Manager or her designate for approval. Such approval shall not be unreasonably withheld. Such arrangement will not result in requirements of any premium payment by the Hospital.
- F.07 A weekend is defined as being 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.08 The weekend hours referred to in Article 14.15 for the purposes of payment of the weekend premium will be 2300 hours Friday to 2300 hours Sunday.
- F.09 It is understood that the scheduling conditions may be waived between December 20 and January 5 so that all nurses will receive at least five (5) consecutive calendar days off at either Christmas or New Years except in areas that normally are not scheduled to work on weekends or paid holidays or unless the nurse requests otherwise and the Hospital agrees. Time off at Christmas shall include December 24, 25, and 26. Time off at New Years shall include December 31 and January 1 unless otherwise mutually agreed. Requests for time off for the Christmas schedule will be submitted to the Nurse Manager by October 15th. Christmas schedules will be posted by November 15<sup>th</sup>.
- F.10 A nurse who becomes unavailable for work shall notify the Hospital no less than four hours before the start of the scheduled tour, except in circumstances beyond the control of the nurse that prevents notification.
- F.11 (a) Each full-time staff nurse and each regular part-time staff nurse will be assigned a slot on the master rotation.
- (b) Slots on the master rotation shall be determined by seniority. A copy of the current permanent master rotation shall be posted at all times in the unit.
- (c) The staff will be given an opportunity to give input prior to any changes being made to the existing master rotation.

- (d) Copies of all schedules will be sent to the Local President at the same time as they are posted in a unit.
- (e) Although no regular rotation will be allotted on the master, casual part-time nurses will be placed on the sheets to indicate shifts that the nurse has declared herself available for.

F.12 Shift rotation shall reflect 50% day shift and 50% other shifts where possible (not inclusive of days off). Where this is not possible, the amount of shift work will be divided as equally as possible amongst nurses.

Other percentages of shift work may be arranged if mutually acceptable.

F.13 Premium payment will be paid a nurse as follows:

- (a) For all work performed after working seven (7) consecutive days without days off until such days off are scheduled, except as provided for in Article F.06 of Appendix V.
- (b) For all hours on the first tour worked following a failure to schedule fourteen (14) consecutive hours off between a change of tour and at least forty-eight (48) hours following scheduled night shifts. This clause shall not apply to any change of shifts as provided in Article F.06 of this appendix.

F.14 If a nurse is required to work on a third or subsequent consecutive weekend of duty, she shall be paid premium pay for the hours involved save and except where:

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

F.15 The above scheduling conditions may be waived by mutual consent.

F.16 Where a nurse chooses equivalent time off as provided for in Article 14.09 the time shall be taken within ninety (90) calendar days and at a mutually agreeable time. If a mutually agreeable time cannot be reached within the ninety (90) calendar day period, then the overtime hours shall be paid out at the applicable overtime rate.

This banked overtime may be used when nurses are sent home early from a shift.

- (a) The Employer agrees to schedule regular part-time nurses on an equitable basis. Extra tours will be offered to part-time nurses on an equitable basis prior to offering tours to casual part-time nurses.
- (b) The following conditions in offering extra tours to regular part-time nurses not on layoff shall apply:

- i) Nurses 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 nurse accepts an additional tour, s/he must report for that tour unless arrangements satisfactory to the Hospital are made;
- v) Provided they are qualified, nurses may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing hospital practice. Such additional tours worked will be reported by the nurse to her home unit for assignment and equity purposes.

F.18 Standard Day days 0700 - 1500  
Evenings 1500 - 2300  
Nights 2300 - 0700

F.19 The following provisions apply to extended tours and 2D2N tours only.

- (a) Extended tours/2D2N shall be introduced into any unit when:
  - i) seventy percent (70%) of the employees who vote so indicate by secret ballot; and
  - ii) the Hospital agrees to implement the extended tours/2D2N; such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended tours/2D2N may be discontinued in any unit when:
  - i) fifty percent (50%) of the employees who vote 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.
- (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 extended tours/2D2N will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.
- (d) Employees wishing to hold a vote to commence or discontinue extended tours/2D2N must provide at least six (6) week's written notice to their immediate supervisor. After the initial vote has taken place, only one further vote may be taken but not before six (6) months has elapsed after the initial vote. There shall be no further votes after the second vote before a period of twelve (12) months has elapsed.

#### Extended Tour Scheduling

Scheduling regulations for extended tours shall be as follows:

- (a) No more than three (3) extended tours shall be scheduled without a day off.
- (b) Nurses working extended tours shall be scheduled off every other weekend; failure to schedule every other weekend off will result in the nurse receiving premium payment for such second and subsequent consecutive weekend worked until a weekend is scheduled off save and except where:
  - i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
  - ii) such nurse has requested week end work; or
  - iii) such weekend is worked as the result of an exchange of shifts with another nurse.
- (c) A weekend off shall be defined as at least fifty-six (56) consecutive hours scheduled off duty following the completion of the Friday day shift until commencement of the Monday day shift.
- (d) Nurses shall be allowed to exchange tours subject to Article F.06. It is understood that exchange of tours shall not result in premium payment for either nurse.

#### 2D2N Tours Scheduling

The following provisions apply to 2D2N tours only. The scheduling provision contained in Articles F.3 and F.12 are applicable save and except for the following:

- (a) Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid a premium pay for the fifth (5<sup>th</sup>) consecutive and subsequent day until a day off is scheduled.
- (b) Employees shall not be scheduled to work more than three (3) consecutive and subsequent weekends. If any employee works on a fourth (4<sup>th</sup>) consecutive and subsequent weekend or any portion of the weekend she/he shall be paid a premium payment as defined in Article 14 for all hours worked until a weekend is scheduled off save and except when:

- i) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
  - ii) Such employee has requested weekend work; or
  - iii) Such weekend is worked as the result of an exchange of shifts with another employee.
- (c) All schedules will be done on the basis that each full-time employee will be scheduled for 1950 hours per year.

For the purposes of this Article a weekend is defined as seventy-two (72) consecutive hours commencing no later than 1900 hours Friday.

F.20 On Call Scheduling

- (a) The Hospital will determine areas where on-call scheduling is deemed essential.
- (b) When on-call scheduling is to be introduced into any unit or department, at least sixty (60) days' notice will be provided to nurses on the unit and, the Association will be notified as per Article 18.06 of the central agreement.
- (c) The immediate supervisor in arranging on-call schedules will consult with the nurses on the unit and provide an opportunity for input from the nurses prior to posting the schedule.
- (d) When a nurse on standby assignment is required to return to the Hospital between 2300 and 0700 hours and;
  - i) a minimum of four (4) hours; and
  - ii) works to 0300 hours or beyond, and
  - iii) is scheduled for the next day shift,

the nurse will be permitted leave with pay for that part of the next day shift to allow eight (8) hour rest period between the end of the call in assignment and the commencement of work on the regularly scheduled shift.

F.21 If a nurse(s) works 1600 until 0800 the next day in The Urgent Care Centre and is scheduled to work evenings later that day, she/he shall be granted leave with pay for the first four (4) hours of that shift.

F.22 Tours of Less than Seven and One-Half (7.5) Hours

Where tours of less than seven and one-half (7.5) hours are required, Article F in its entirety will apply except as amended by the following:

- (a) The Hospital will endeavour to keep the number of tours comprised of less than seven and one-half (7.5) hours to a minimum (or to a reasonable level);
- (b) Nurses working tours comprised of less than seven and one-half (7.5) hours shall be granted a paid rest period;

- (c) No part-time nurse shall be scheduled solely on tours which are comprised of less than seven and one-half (7.5) hours in any paid period, except where it is mutually agreed between the nurse and the Hospital;
- (d) Nurses working tours comprised of less than seven and one-half (7.5) hours shall not be scheduled to work more than seven (7) consecutive tours. If a nurse is required to work on an eighth (8<sup>th</sup>) consecutive and subsequent tour, then she/he will receive premium pay for each tour so worked until a day off is scheduled;
- (e) No unit shall have tours of less than seven and one-half (7.5) hours introduced into a rotation, without prior notification and discussion with the Union.

F.23 The Hospital agrees to approve the application of ten full-time and ten part-time nurses annually for the prepaid leave plan in accordance with the conditions of the Central Agreement. At any given time, there will only be one full-time and one part-time nurse off per unit on the prepaid leave plan.

**ARTICLE G - PAID HOLIDAYS**

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

January 1 (New Year's Day)	Civic Holiday
3rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	
Victoria Day	December 25 (Christmas Day)
July 1 (Canada Day)	December 26 (Boxing Day)

Full-time employees will be granted a twelfth (12<sup>th</sup>) 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 in the period between January 1 and December 31.

Part-time employees will be granted a twelfth (12<sup>th</sup>) holiday to be observed the third Monday in November.

G.02 A tour that begins or ends during the 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 within a full-time nurse's vacation period, it shall be added to the end of her vacation or at a mutually agreeable time within a period of 30 days after return from vacation.

G.04 When a full-time nurse qualifies for a lieu day under Article 15 such lieu day will be granted within a period of thirty (30) days before or after which the paid holiday falls or is observed and at a mutually agreeable time.

G.05 The Employer shall arrange for paid holidays off to be divided as equitably as possible among the nurses in the same unit.

- G.06 Nurses will be expected to work at least one-half (1/2) of the paid holidays, one of which must be Christmas or New Years on an alternating basis. It is further understood that the Hospital will endeavour to provide that nurses will be scheduled off the remaining paid holidays in any given year.
- G.07 Nurses working the holiday weekend shall work the holiday Monday.
- G.08 On the Easter weekend, this Article shall apply to the four (4) days. If a nurse is scheduled to work Good Friday, the holiday weekend, then she shall be scheduled to work the Easter Monday wherever possible. The master rotation may be altered to reflect this.
- G.09 If a casual part-time nurse works any of the paid holidays listed in G.01 above, she shall be paid at the rate of time and one-half for all hours worked.

#### **ARTICLE H - VACATIONS**

- H.01 For purposes of vacation entitlement, vacation accrued up to May 31st each year will be taken by May 31st of the following year. A nurse may however, carry over no more than two (2) weeks of vacation time from year to year. Any vacation time in excess of current year entitlement plus two (2) weeks carry over will be paid out.
- H.02 In the event of conflict, seniority shall prevail but this exercise of seniority may occur only once in a vacation year.
- H.03 Prior to leaving on vacation, nurses upon request shall be notified of the date and time on which to report for work following vacation.
- H.04 All summer vacation requests (June 15th - September 15th) must be submitted to the respective Nurse Manager by April 15<sup>th</sup>.
- H.05 Vacation schedules will be posted by May 15th.
- H.06 Other vacation requests should be made at least two weeks before the monthly posting is due to go up.
- H.07 Unless unit requirements permit, nurses may not schedule vacation between December 20 and January 5, nor may nurses schedule more than two (2) weeks vacation during the period June 15 - September 15. A week of vacation shall be defined as seven (7) consecutive calendar days. Special consideration to waive the above may be requested in writing to the Associate Executive Director (Nursing) or her designate and will be considered.
- H.08 The cut off date referred to in Article 16 is May 31st and the vacation year shall be from June 1st to May 31st.
- H.09 Should a nurse, through a written request submitted to her Nurse Manager or supervisor, desire to take vacation after it is earned, but before the recognized vacation year, this request will be handled on an individual basis. The Hospital will attempt, within the confines of scheduling, to comply with this request.

H.10 Regular part-time nurses shall be granted unpaid leave of absence in accordance with Article 16.06.

**ARTICLE I - BULLETIN BOARD**

I.01 The Hospital agrees to provide a bulletin board as a place for the full-time and part-time units to post Association business. The Association agrees that no material will be posted other than that pertaining to Association business and nothing will be posted that is contrary to the interests or reputation of the Hotel Dieu Hospital. In addition, notices of general and special meetings of the local association may also be posted in each nursing unit.

**ARTICLE J – ASSOCIATION ACCESS TO EMAIL**

J.01 The Hospital agrees to provide to the Association with email distribution to all bargaining unit members for the sole purpose of communicating information that is of mutual benefit to the Association and the Hospital. The Hospital will vet such information before it is distributed by email to bargaining unit members.

**ARTICLE K - REST PERIODS**

K.01 The Hospital shall provide two (2) rest periods in each tour; one (1) rest period in the first half of each tour and one (1) rest period in the second half of each tour. These rest periods shall be taken as close to the mid-point in the half tour as possible. The duration of the rest period will be set out in the central document.

**ARTICLE L - INTERVIEWS**

L.01 The Association shall be granted up to thirty (30) minutes, if required, on a group basis during or immediately following the orientation period to allow new nurses to meet with a representative of the Association.

The Hospital shall provide the Association with a list of new hires and their addresses at the time the Hospital remits dues to the Association following the hiring of the nurse. The Association agrees to indemnify the Hospital and save it harmless from any action arising out of the provision of the nurse's address to the Association.

**ARTICLE M- NURSE(S)**

M.01 The word "Nurse(s)" when used in this appendix shall mean person(s) described in the bargaining units set out in Appendix V, Article A.

M.02 Union Office

The Hospital shall provide the Association with adequate space for a local office. The Hospital shall provide the Association with access to internal voicemail and fax machine.

M.03      Notification to Unsuccessful Job Applicants

Unsuccessful applicants to vacancies filled under Articles 10.07 (a) and (b) will be notified, in writing, prior to the posting of the name of the successful applicant.

**ARTICLE N - DUES DEDUCTION LIST**

N.01      Dues deduction list shall contain the following information: new hires, terminations, leave of absence, transfers - full-time, part-time. A copy of the dues deduction list will be sent to the bargaining unit president monthly.

The Hospital agrees to provide the Association with a complete list of nurses and addresses when the Hospital remits the dues to the Association in January each year. The Association agrees to indemnify the Hospital and save it harmless from any action arising out of the provision of a nurse's address to the Association.

**ARTICLE O - CHANGES TO STAFF COMPLEMENTS**

- O.01      (a)      The Hospital and Association will discuss the transfer of nurses 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 nurses of such other agency are represented by the Association, such discussions may take place in conjunction with the other agency and representatives of the nurses affected.
- (c)      Discussions will include but not be restricted to seniority and service.

**ARTICLE P - JOB SHARING**

P.01      If the Hospital and the Association agree 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:

- (a)      i)      Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- ii)      When a full-time or regular part-time position is vacated as a result of the incumbent becoming a job sharer, the vacancy shall be posted as a permanent vacancy.
- iii)      It is agreed that when a nurse requests to job share her full-time position on a temporary basis, the parties will meet to consider such request.
- (b)      Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Nurse Manager of the Unit.

- (c) The above schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.
- (d) Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
- (e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- (f) Scheduling of extra shifts for job-sharers shall be in accordance with Article F.17.
- (g) Coverage
  - i) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the 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.

- ii) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-Time and Part-Time Agreements:

In the event that one member of the job sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

#### Implementation

- (h) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreements.
- (i) Any incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (j) If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

#### Discontinuation

- (k) 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.

If the job sharing arrangement is discontinued, the position shall be posted as a full-time position and the job sharers may exercise their rights under the posting provisions of the Part-Time Collective Agreement. If either or both of the job sharers does not fill the full-time position, she or they may bump a junior regular part-time nurse(s), who is in a position that the job sharer is qualified to perform.

## **ARTICLE Q - WORKERS' COMPENSATION AND REINSTATEMENT**

Q.01 (a) The Hospital will notify the Local President of the names of all nurses off work due to a work related injury or when a nurse goes on LTD.

The Hospital will provide to the Association, a monthly list of all nurses on modified work programmes at the beginning of each month.

(b) The Hospital agrees to provide the nurse with a copy of the Workers' Safety and Insurance Board (WSIB) Form 7 at the same time as it is sent to the Board. The Hospital agrees to provide a copy of this form to the Association.

### Q.02 Early and Safe Return to Work

The Hospital and the Union both recognize their obligations in facilitating the early and safe return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.

(a) A Return to Work Committee (RWC) will be established, at least one member of which will be a representative of the Union. The committee will meet at least once per month. The Union member will suffer no loss of regular earnings for attendance at such meetings. If the Union member is required to attend on their day off they will receive pay at straight time or time in lieu where possible for hours spent in return to work meetings. Such hours are invisible for the purpose of determining premium.

The Hospital will provide an updated list of information to the RWC before each monthly meeting including the following:

- i) Employees absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits;
- ii) Employees absent from work because of disability who are in receipt of Long Term Disability benefits including last day worked;
- iii) Employees who required temporary or permanent accommodation in the workplace.

(b) It is understood that it is the obligation of the disabled employee in receipt of short-term or long-term disability benefits to ensure the Hospital's

Occupational Health Department is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.

- (c) The Occupational Health Department will discuss the needs of employees for accommodation as soon as possible with their respective manager or designate, and the Union will advise the RWC as soon as possible when return to their original position or unit has not occurred. The Occupational Health Department in consultation with the Union representative will examine opportunities for temporary accommodation until such time as an appropriate permanent accommodation is determined.
- (d) The Hospital will advise the Union of offers permanent accommodation within or outside the bargaining unit.
- (e) The parties recognize that more than one employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the Hospital will consider the skills, ability and experience of the employees and will also consider ability to acquire skills, seniority and path of least disruption in the workplace.
- (f) The committee will monitor the status of accommodated employees and the status of employees awaiting accommodation. The committee will review any circumstances where attempts to accommodate an employee have proven unsuccessful.
- (g) Before posting, the Hospital's Human Resources department will examine all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to their home unit.
- (h) Where such vacancies are within the bargaining unit, the Hospital will consult with the Union on the feasibility of an accommodation giving consideration to all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of patients and employees working in the unit.
- (i) Whether or not the parties agree to waive the posting procedure in order to facilitate an accommodation and whether or not the position is within the bargaining unit, the parties will sign an agreement containing the details of the accommodation. The parties may also agree to a written agreement for temporary accommodation of extended duration.
- (j) The home position of a nurse who needs permanent accommodation may be posted under the following circumstances:
  - i) the employee is permanently accommodated in another position or arrangement;
  - ii) the weight of the medical evidence establishes that there is no reasonable prospect of a return to her original position in the foreseeable future;

- iii) the Hospital may elect to fill the disabled employee's home position by posting a temporary to permanent vacancy:
  - A) In so selecting, the position will be filled in accordance with the job posting provisions of the collective agreement.
  - B) If and when it is confirmed that the disabled employee cannot return to her original position, the position may be offered to the incumbent on a permanent basis.
  - C) Where a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
  - D) Filling of a disabled employee's home position does not remove the parties' duty to accommodate that employee.

Q.3

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 workers.
- (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 and practices and equipment to all employees during a new employee's orientation and thereafter as required.

**ARTICLE R - VIOLENCE IN THE WORKPLACE**

R.01

- (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 his or her work.

## **ARTICLE S - BENEFITS**

### **S.01 Voluntary Part time Benefits - Process for payment**

The Employer, with the approval of the insurance carriers, agrees to provide a newly hired regular part-time nurse or a nurse who transfers from casual to regular part-time status with a one-time election as to whether she will participate in the following group health and welfare benefit programs: Group Life Insurance, Voluntary Life Insurance, Accidental Death and Dismemberment, Long Term Disability, Extended Health Care and Dental as set out in Article 17. The election must be made within one (1) week of her date of hire or transfer. The employee's one-time election is irrevocable for the length of her unbroken employment as a regular part-time employee.

It is understood and agreed that the regular part-time nurses who participate will assume the monthly premiums and must participate in all the above benefit programs.

Any regular part time nurse who wishes to participate will provide payment of the benefits through payroll deduction.

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

S.02 Retiree Benefits – Process for payment

Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in article 17.01(h) will provide advance payment of the benefits through post-dated cheques provided on a yearly basis.

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

The Employer will notify the retiree and the Association of the benefit costs to retired nurses in January of each year, and each time the benefit costs are renegotiated by the Employer.

**ARTICLE T – MISCELLANEOUS**

T.01 Parking space(s) will be made available without charge outside the Urgent Care Centre for nurses on call.

DATED AT KINGSTON, ONTARIO THIS 14<sup>th</sup> DAY OF Oct 2011.

FOR THE HOSPITAL

Eric [Signature]

Clare Wilks

M. McKay

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FOR THE UNION

[Signature]  
Labour Relations Officer

Sail Beck

Ann Thomas

Mary Slatta

Pat Murray

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