

COLLECTIVE AGREEMENT

Between:

SENSENBRENNER HOSPITAL  
(hereinafter called the "Hospital")

And:

ONTARIO NURSES' ASSOCIATION  
(hereinafter called the "Association")

EXPIRY DATE: March 31, 2011

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**APPENDIX 3****FULL-TIME SALARY RATES**

REGISTERED NURSE			
	Effective April 1, 2008	Effective April 1, 2009	Effective April 1, 2010
START	27.67	28.50	29.36
1 YEAR	28.08	28.92	29.79
2 YEARS	28.55	29.41	30.29
3 YEARS	29.95	30.85	31.78
4 YEARS	31.37	32.31	33.28
5 YEARS	33.14	34.13	35.15
6 YEARS	34.91	35.96	37.04
7 YEARS	36.71	37.81	38.94
8 YEARS	39.31	40.49	41.70
25 YEARS	40.00	41.20	42.44

GRADUATE NURSE			
	Effective April 1, 2008	Effective April 1, 2009	Effective April 1, 2010
START	26.61	27.41	28.23
1 YEAR	27.04	27.85	28.69
2 YEARS	27.46	28.28	29.13
3 YEARS	28.88	29.75	30.64
4 YEARS	30.26	31.17	32.11
5 YEARS	31.97	32.93	33.92
6 YEARS	33.70	34.71	35.75
7 YEARS	35.39	36.45	37.54
8 YEARS	38.86	40.03	41.23

REGISTERED NURSE – PART-TIME			
	Effective April 1, 2008	Effective April 1, 2009	Effective April 1, 2010
START	27.67	28.50	29.36
1 YEAR	28.08	28.92	29.79
2 YEARS	28.55	29.41	30.29
3 YEARS	29.95	30.85	31.78
4 YEARS	31.37	32.31	33.28
5 YEARS	33.14	34.13	35.15
6 YEARS	34.91	35.96	37.04
7 YEARS	36.71	37.81	38.94
8 YEARS	39.31	40.49	41.70
25 YEARS	40.00	41.20	42.44

GRADUATE NURSE – PART-TIME			
	Effective April 1, 2008	Effective April 1, 2009	Effective April 1, 2010
START	26.61	27.41	28.23
1 YEAR	27.04	27.85	28.69
2 YEARS	27.46	28.28	29.13
3 YEARS	28.88	29.75	30.64
4 YEARS	30.26	31.17	32.11
5 YEARS	31.97	32.93	33.92
6 YEARS	33.70	34.71	35.75
7 YEARS	35.39	36.45	37.54
8 YEARS	38.86	40.03	41.23

SENSENBRENNER HOSPITAL

APPENDIX 4

SUPERIOR CONDITIONS FROM PREVIOUS AGREEMENT AWARDED  
BY THE CENTRAL ARBITRATION AWARD DATED OCTOBER 23/81

Clause #  
Central Award Applicable Clause from Previous Collective Agreement  
(Full-time)

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- 5.06 Note: 6.04 The parties recognize that it shall be the sole responsibility of a nurse to promptly advise the hospital and the Association in writing of any changes in her classification status, address, telephone number, marital and/or dependent status.
- 7.10 The Employer shall provide the Association with the names of newly-hired nurses within one (1) month of their starting date.
- 10.04 Note: 12.01 Except for leave of absence for pregnancy, a nurse shall continue to accumulate seniority under the following circumstances:
- (1) approved leave of absence with pay,
  - (2) when in receipt of hospital paid sick leave as provided herein,
  - (3) when in receipt of WSIB for a period of up to six (6) calendar months.
- 11.00 13.01 (d) The nurse will be credited with seniority during an unpaid leave of absence up to a maximum of one (1) month. The Employer may grant an educational leave of absence with or without pay, up to six (6) months to a nurse for professional development and during such educational leave, seniority credits shall continue to accumulate.
- 12.03 25.04 After the nurse has completed five (5) years of service with the Employer and service is terminated, she will be entitled to receive fifty percent (50%) of all unused credits (maximum of 100 days) in her sick leave accumulation earned prior to December 31, 1981, with such being paid to her at her basic straight-time rate of pay, in effect as at the date of her termination. This provision shall apply in all instances of severance of employment save and except discharge for just cause.
- 18.05 26.01 Physical Examinations - all applicants for employment must undergo a complete examination if so requested by the Employer. A large chest X-ray film and an Intra-Dermal tuberculin test are mandatory within fifteen (15) days of employment.
- 26.02 Immunization - a nurse may receive immunizations at the hospital's expense.
- 26.03 A nurse who contacts staphylococcus infection shall receive full treatment and medication at the expense of the Employer. A nurse who is exposed to any other

infectious disease, during working hours, shall receive full treatment and medication at the expense of the Employer if deemed necessary by a physician.

14.11 21.01 If a nurse is required to attend a patient as an emergency escort during an ambulance trip, she shall be paid on the following basis:

- (a) If required to act as an emergency nursing escort, she shall be paid on the basis of time and one-half for all time worked (i.e. nursing the patient) after leaving the hospital and straight time for all time spent in return travel to the hospital (providing such time is not spent nursing a patient) plus such expenses as are reasonable in the opinion of the Employer.

Where a nurse is required to act as an emergency nursing escort on her regularly scheduled day off, she shall be paid at the rate of time and one-half for all hours worked nursing the patient after leaving the hospital and time and one-half her basic rate of pay for all time spent in return travel to the Hospital plus such expenses as are reasonable in the opinion of the Employer.

- (b) If required to stay overnight such time as between the nurse leaving the patient and the nurse beginning her trip home shall not be compensable except at the discretion of the Employer.
- (c) If the nurse has been working her regular shift when assigned as an emergency escort she shall be paid the amount in (a) above in addition to any time worked on her regular shift at basic straight time pay.
- (d) A nurse will be allowed a minimum of eight (8) hours off work after her return to the hospital from an emergency escort to the time that she commences her next scheduled shift.

SUPERIOR CONDITIONS FROM PREVIOUS AGREEMENT AWARDED BY  
CENTRAL ARBITRATION AWARD DATED OCTOBER 23, 1981

Clause #

Central Award Applicable Clause from Existing Collective Agreement  
(Part-time)

5.06 NOTE 2:        6.04    The parties recognize that it shall be the sole responsibility of a nurse to promptly advise the Employer and the Association in writing of any changes in her classification status, address, telephone number, marital and/or dependant status.

7.04    The Employer shall provide the Association with the names of newly hired nurses within one (1) month of their starting date.

10.09 NOTE 2:        12.01    If a nurse is retained beyond the probationary period, a nurse's seniority will date from the day she last started to work for the Hospital. Seniority shall be defined as the number of days worked since last date of hiring. Seniority will not, however, be recognized prior to January 1, 1973.

17.05 26.01    Physical Examinations - all applicants for employment must undergo a complete examination if so requested by the Employer. A large chest X-ray film and an Intra-Dermal tuberculin test are mandatory within fifteen (15) days of employment.

26.02    Immunization - a nurse may receive immunizations at the Employer's expense.

26.03    A nurse who contacts staphylococcus infection shall receive full treatment and medication at the expense of the Employer. A nurse who is exposed to any other infectious disease, during working hours, shall receive full treatment and medication at the expense of the Employer if deemed necessary by a physician.

16.04    Schedule:

A.02 - Casual Part-Time Nurses

(i)        Vacation Pay

Effective on date of ratification, Casual Part-time Nurses with less than six hundred (600) tours shall receive vacation allowance of six percent (6%) of their gross earnings. Casual Part-time Nurses with more than six hundred (600) tours shall receive vacation allowance of eight percent (8%) of their gross earnings.

14.10 20.01

If a nurse is required to attend a patient as an emergency escort during an ambulance trip, she shall be paid on the following basis:

- (a)    i)        if required to act as an emergency nursing escort; she shall be paid on the basis of time and one-half for all time worked (i.e. nursing the patient) after leaving the hospital and straight time for all time spent in return travel to the Hospital (providing such time is not spent nursing a patient) plus such expenses as are reasonable in the opinion of the Employer.

- ii) where a nurse has been scheduled to work within a week and is called upon to provide an emergency escort on a day within that week, and she is not scheduled to work on that day, she shall be paid at the rate of the time and one-half for all time worked nursing the patient after leaving the hospital and time and one-half her basic rate of pay for all time spent in return travel to the hospital plus such expenses as are reasonable in the opinion of the Employer.
  - iii) if a nurse is not scheduled to work during a week in which she is called upon to provide emergency escort, then the provisions of 20.01 (a) (i) shall apply.
- (b) If required to stay overnight, such time as between the nurse leaving the patient and the nurse beginning her trip home shall not be compensable except at the discretion of the Employer.
  - (c) If the nurse has been working her regular shift when assigned as an emergency escort, she shall be paid the amount in (a) above in addition to any time worked on her regular shift at basic straight-time pay.
  - (d) A nurse will be allowed a minimum of eight (8) hours off work after her return to the hospital from an emergency escort to the time that she commences her next scheduled shift.

**APPENDIX 5**

SENSENBRENNER HOSPITAL

APPENDIX OF LOCAL PROVISIONS

**ARTICLE A - RECOGNITION**

A-1 The Employer recognizes the Union as the bargaining agent for all registered and graduate nurses employed by the Sensenbrenner Hospital in a nursing capacity, save and except Unit Managers, persons above the rank of Unit Manager.

**ARTICLE B - MANAGEMENT RIGHTS**

B-1 Except as specifically and clearly abridged, delegated, granted or modified by this agreement, all the rights, powers and authority of management are retained by the management and remain exclusively and without limitation within the rights of management.

B-2 Without limiting in any way the generality of the foregoing, management's rights include:

(a) the right to maintain order, discipline and efficiency, and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices, to be observed by its employees, and the right to discipline or dismiss employees for just cause, provided that a claim of discipline or dismissal without cause may be the subject of a grievance and dealt with as herein provided;

(b) the direction of the working forces; the right to plan, direct and control the operation of the Hospital; the right to introduce new and improved methods, facilities and equipment; the right to determine the amount of supervision necessary, combining or splitting up departments, work schedules, establishment or standards and quality of care, the determination of the extent to which the Hospital will be operated and the increase or decrease in employment;

(c) the right to select, hire, retire, dismiss, discipline, transfer, assign to shift, promote, demote, classify, layoff, recall, suspend employees and select employees for positions not covered by this agreement. Where it is alleged by the Union that a transfer has been made in a discriminatory manner, such transfer may then be the subject of a grievance dealt with as herein provided;

(d) the sole and exclusive jurisdiction over the operations, buildings, machinery and equipment vested in the Hospital.

B-3 These rights shall not be exercised in a manner inconsistent with the provisions of this agreement.

**ARTICLE C - BULLETIN BOARDS**

C-1 The Employer shall provide a bulletin board in each of the change rooms. All notices must be initialled by the Union President or her/his designate prior to posting.

**ARTICLE D - COMMITTEES AND REPRESENTATIVES**

D-1 The Employer acknowledges the right of the Union to appoint or otherwise select five (5) Union Stewards from the employees in the bargaining unit, as long as no more than one (1) union steward is selected from each of the five (5) areas as designated below:

- 1 - Active Care
- 2 - Acute Care (ER/SCU)
- 3 - Continuing Care/Continuing Care East
- 4 - Fauquier/Strickland Health Centre/KDEC/OBSP
- 5 - Surgical Suite (O.R./P.A.C.U.)

D-2 Negotiating Committee

The Employer acknowledges the right of the Union to appoint or otherwise select a bargaining committee of not more than four (4) employees in connection with the negotiation of amendments or renewal of this Collective Agreement.

D-3 Grievance Committee

The Employer acknowledges the right of the Union to appoint or select a Grievance Committee consisting of one (1) from the Union's Local Executive and two (2) from the employees in the bargaining unit. Only one (1) union representative from any designated area may attend a specific grievance committee meeting with the Employer.

D-4 Hospital Association Committee

(a) The parties agree to appoint a Hospital Association Committee. The committee shall be composed of two (2) employees (one full-time and one part-time), in addition to the Local President or her/his designate, appointed to act on behalf of the Local Union, and up to three (3) representatives of the Employer who may meet to discuss matters of concern to either party. Any other person may attend by agreement of the parties.

(b) Payment for identified members on days off at HAC Meetings

The Bargaining Unit President/designate will identify to the Hospital which two (2) committee members require payment under Article 6.03 (e) seven (7) days prior to each Hospital Association Committee meeting.

D-5 If a union representative is transferred from one area to another, such employee shall continue to be recognized by the Employer as a representative of the area from which she/he is transferred for one (1) month, except if transferred or promoted to a position outside of the bargaining unit.

D-6            Union Interview

The time and place of the interview referred to in Article 5.06, shall be scheduled during the first week of employment, during orientation, on hospital premises and at a time mutually agreed by the Union. The Hospital will advise the Bargaining Unit President or designate of all employees to be interviewed prior to the interview.

D-7            A Professional Development Committee comprised of the Director of Nursing, Director of Human Resources and the Manager of Staff Development and not more than three (3) members of the Bargaining Unit, one of whom will be the Bargaining Unit President or designate.

D-8            The Bargaining Unit President or designate will be paid at her/his regular straight time hourly rate for time spent in meetings arranged or requested by the Hospital which occur outside her/his scheduled hours of work. Such hours will be invisible for purposes of determining premium payment (i.e. these hours will not attract premium payment and will not be counted for purposes of determining eligibility for premium payment on other hours worked).

**ARTICLE E - RESIGNATION**

E-1            An employee shall be expected to submit a written resignation at least two (2) weeks in advance of her/his terminal date except in cases of emergency or where such notice is not reasonably possible.

**ARTICLE F - SENIORITY LIST**

F-1            The seniority list shall reflect the seniority standing of each employee as at the last pay period in December and June of each year. The seniority list will be sent to the Labour Relations Officer and the Bargaining Unit President by February 28th and August 31st of each year and a copy will be posted on the ONA bulletin board.

**ARTICLE G - UNION LEAVE**

G-1            Leave of absence shall be granted to employees for the purpose of attending to Union business. The total number of days in any calendar year for all such leaves shall not exceed a total of forty (40) days (full-time and part-time combined) and no more than two (2) employees shall be allowed such leave at the same time, conditional upon their being from separate areas of the Hospital. Requests for such leaves shall be in writing and shall be submitted to the Assistant Administrator, Nursing Services not less than seven (7) days in advance from the day on which the leave is to commence.

The Employer will endeavour to respond to the request for leave, in writing, within three (3) working days.

G-2 Local Coordinator Leave

The Hospital agrees to grant up to twenty-five (25) days leaves of absence, without pay to nurses elected to the position of Local Coordinator. Extra days may be granted if the staffing complement allows for the replacement. Subject to reasonable notice, it is understood and agreed that a Local Coordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.

**ARTICLE H - SCHEDULING REGULATIONS**

H-1 (a) The hours of work shall be in accordance with rotating shift schedules as determined by the Employer.

(b) The Employer and the Union agree to discuss new scheduling patterns when presented to the Hospital Association Committee in the following manner:

i) If, after discussions, the Hospital Association Committee recommends acceptance of new schedules prepared by the Union and accepted by the Employer, the new schedule shall be implemented on a trial basis for six (6) months, after which it shall be reviewed.

ii) In the event any major difficulties or problems are encountered with the new shift schedule, the parties shall revert to the previous shift schedule provided that a minimum of one (1) month's written notice is given unless such period of notice is reduced by the mutual consent of the parties.

iii) After the trial period, if the Hospital Association Committee agrees that the trial period was successful, the new schedule shall continue.

H-2 Shift schedules shall be posted two (2) weeks in advance and shall cover an eight (8) week period. A copy of the posted schedule will be sent to the Union at the same time as it is posted.

A copy of the posted schedule will be placed on each department and will remain unchanged throughout the eight (8) week period of the schedule. Amended schedules will remain in the weekly assignment book on each department for the entire eight (8) week period covered by that schedule.

H-3 Subject to the prior approval by a Unit Manager, employees within the same classification may be allowed to trade days off on their own, providing that such a request is submitted in writing to the Unit Manager in advance of the change and mutually signed by the employees involved with the change. Such mutual exchange of a tour of duty shall not result in premium pay under Article 14 to either of the employees.

H-4 At least five (5) consecutive days off will be scheduled for each employee alternating either Christmas or New Year's annually. Where conflicts arise, hospital seniority shall be the deciding factor. Christmas time off will include Christmas Eve Day, Christmas Day and Boxing Day and New Year's time off will include New Year's Eve Day and New Year's Day. This provision will not apply to areas where employees normally work Monday to Friday and are not normally scheduled to work on paid holidays. The normal scheduling conditions shall be waived between December 15<sup>th</sup> and January 10<sup>th</sup> to ensure than an employee receives five (5) consecutive days off. No more than four (4) consecutive extended tours may be worked by an employee during this period.

H-5 When a nurse works a combination of 7.5 and 11.25 hour tours in any pay period, the scheduling regulations that will apply will be based on the scheduling regulations that apply to the majority of the nurse's hours of work.

H-6 7½ Hour Tour - FULL-TIME

- (a) There shall be sixteen (16) consecutive hours off between tours. A shorter period of time may be agreed between the Employer and the Union. Failure to comply with this will result in the shift being paid at premium pay as provided for under Article 14.
- (b) "Split days off" - The Employer will not schedule split days off other than to accommodate Article H-5 (c).
- (c) The Employer will schedule a minimum of one (1) weekend off in three (3). An employee will receive premium pay as provided for in Article 14.03 for all hours worked on a third consecutive and subsequent weekend, save and except where:
  - i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - ii) such employee has requested weekend work; or
  - iii) such weekend is worked as a result of an exchange of shifts with another employee.

A weekend shall be defined as sixty-four (64) consecutive hours off duty from the completion of the Friday day shift to the commencement of the Monday day shift.

H-7 7½ Hour Tours - PART-TIME

- (a) On the posted schedule, there shall be sixteen (16) consecutive hours off between tours. Failure to comply with this will result in the shift being paid at premium pay as provided for under Article 14.
- (b) Requests for specific days off are to be submitted, to the Unit Manager, in writing, at least two (2) weeks in advance of posting.
- (c) A regular part-time employee must agree to work a predetermined posted schedule and her/his commitment will include:

- i) all areas other than the surgical suite to work a minimum of six (6) seven and one half (7.5) hour tours (45 hours) per pay period when required by the Employer;
  - ii) surgical suite to work a minimum of three (3) seven and one half (7.5) hour tours (22.5 hours) per week when required by the Employer;
  - iii) to be available twelve (12) months a year less vacation entitlement;
  - iv) to be available for five (5) recognized holidays, two (2) of which when required by the Employer will fall between the dates of June 15th to September 15th each year;
  - v) to be available to work over the Christmas or New Year period as required by the Employer.
- (d) The Employer will schedule a minimum of every third (3<sup>rd</sup>) weekend off. An employee will receive premium pay as provided for in Article 14.03 for all hours worked on a third consecutive and subsequent weekend, save and except where:
- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - ii) such employee has requested weekend work; or
  - iii) such weekend is worked as a result of an exchange of shifts with another employee.

A weekend shall be defined as sixty-four (64) consecutive hours off duty from the completion of the Friday day shift to the commencement of the Monday day shift.

- (e) on the posted schedule, a period of forty-eight (48) hours off shall be scheduled when an employee's shift schedule is changed from nights to days;

H-8

- (a) The Employer agrees to schedule regular part-time employees by seniority, according to their commitment on the posted schedule. For purposes of commitment on the posted schedule part-time nurses will be scheduled on their own department.
- (b) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time employees on that department who have not yet reached their commitment. It is understood that because of a combination of tours of different lengths, a part-time employee may exceed her/his commitment when offered a tour in order to reach commitment.

- (c) Where all regular part-time employees have been given the opportunity to work their committed tours, extra tours will be offered to regular part-time employees throughout the hospital on the basis of seniority provided that the employee is qualified to perform the available work.

Nurses who wish to be available to work on more than one department will notify the Manager, Continuing Care.

- (d) It is understood that the Employer is not required to offer additional tours to part-time employees that would result in premium payment.
- (e) Where all available employees would be in a position of premium pay, part-time staff will be offered the available tour according to (b) and (c) above. If no part-time person is available, the available tour will be offered by seniority to full-time employees on the department. Notwithstanding seniority, the tour may be offered to the part-time employee who would incur the least premium.
- (f) For purposes of Article H-7, there will be six (6) separate departments as follows: Acute Care (ER/SCU), Active Care, Continuing Care, Surgical Suite, Fauquier Clinic and the OBSP/KDEC.
- (g) An error in the above mechanism for shift distribution will be remedied by offering the affected nurse a shift as an extra at a mutually agreed time. Such shift will not result in premium pay. The affected nurse working as an extra will not be assigned as a replacement if an absence subsequently arises on that shift which requires a call-in replacement of a regular part-time nurse.

H-9

Extended Tours

The Employer agrees to implement extended tours under the following conditions:

A. INTRODUCTION AND DISCONTINUANCE OF EXTENDED TOURS

- 1) Extended tours shall be introduced when:
  - i) seventy percent (70%) of the employees so indicate by secret ballot; under supervised vote conducted in the presence of a representative from Nursing Services and a representative for the Union;
  - ii) the Employer agrees to implement the extended tours; such agreement shall not be withheld in an unreasonable or arbitrary manner;
- 2) Extended tours may be discontinued in any unit when:
  - i) fifty percent (50%) of the employees in the unit so indicate by secret ballot; or

- ii) the Employer because of
  - a) adverse effects on patient care,
  - b) inability to provide a workable staffing schedule,
  - c) or any other reasonably demonstrated issues,

states its intentions in writing to the Union to discontinue the extended tours.

- 3) When written notice of discontinuation is given by either party in accordance with paragraph (2) above,
  - 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 will be discontinued; affected employees shall be given sixty (60) days notice before the schedules are so amended.
- 4) There will be an ongoing evaluation of the extended tour in each unit.

**B. NO ADDITIONAL COST FACTOR**

It is understood that there shall be no additional cost factor to the Employer by implementation of extended tours.

H-10

**EXTENDED TOUR SCHEDULING - FULL-TIME**

The following regulations shall govern the scheduling of work for employees working on an extended tour basis.

- (a) Not more than three (3) consecutive extended tours of work will be scheduled;
- (b) at least eleven and a quarter (11.25) hours time off will be scheduled between tours;
- (c) an employee may not be required to change tours of duty more than once during a week;
- (d) a period of forty-eight (48) hours off shall be scheduled when an employee's shift schedule is changed from nights to days;
- (e) every second weekend shall be scheduled off;
- (f) an employee will receive premium pay in accordance with Article 14.03 of the Collective Agreement for all hours worked on a second and subsequent weekend, save and except where:
  - i) such a weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - ii) such employee has requested weekend work; or

- iii) such weekend is worked as the result of an exchange of shifts with another employee;

A weekend shall be at least sixty (60) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift;

- (g) schedules will be such that employees will work fifty percent (50%) day tours and fifty percent (50%) night tours, unless mutually agreed otherwise.
- (h) a standard tour on a unit shall consist of 12 hours and normal tour hours will be 0730 - 1930 hours and 1930 - 0730 hours.
- (i) any violation of the above scheduling regulations shall result in premium pay according to Article 14.

H-11

EXTENDED TOUR SCHEDULING - PART-TIME

The following regulations shall govern the scheduling of work for employees working on an extended tour basis.

- (a) Not more than three (3) consecutive extended tours of work will be scheduled on the posted schedule. Any hours scheduled in conjunction with three (3) extended tours, on the posted schedule, will be paid at the rate of time and one half.
- (b) a regular part-time employee must agree to work a predetermined (posted) schedule and her/his commitment will include:
  - i) to be available to work a minimum of four (4) extended tours (45 hours) per pay period.
  - ii) to be available to work every other weekend;
  - iii) to be available to work over the Christmas or New Year period as required by the Employer;
  - iv) to be available for both day and night shifts;
  - v) to be available to work three (3) extended tours on a weekend that contains a paid holiday on Monday or Friday.
- (c) an employee will receive premium pay in accordance with Article 14.03 of the Collective Agreement for all hours worked on a second and subsequent weekend, save and except where:
  - i) such a weekend has been worked by the employee to satisfy specific days off requested by such employee; or
  - ii) such employee has requested weekend work; or
  - iii) such weekend is worked as the result of an exchange of shifts with another employee;

A weekend shall be at least sixty (60) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift;

- (d) At least eleven and a quarter (11.25) hours time off will be scheduled between tours.
- (e) An employee may not be required to change tours of duty more than once during a week.
- (f) A period of forty-eight (48) hours off shall be scheduled when an employee's shift schedule is changed from nights to days.
- (g) Tours of work will be scheduled in such a way that available day and night tours will be equitably distributed unless mutually agreed otherwise.
- (h) any violation of the above scheduling regulations shall result in premium pay according to Article 14.

H-12 The paid hours of work on a regular extended tour shall be 11.25 hours. A standard tour on a unit shall consist of twelve (12) hours and normal tour hours will be from 0730 to 1930 and 1930 to 0730 hours, unless mutually agreed otherwise. Should a 7.5 hour tour be scheduled, the normal tour hours will be:

0730 - 1530  
1530 - 2330  
2330 - 0730

H-13 Definition of Evenings and Nights

Evening shifts shall be 1530 hours to 2330 hours.  
Night shifts shall be 2330 hours to 0730 hours.

H-14 The first tour of the day is the day tour.

H-15 2D 2N SCHEDULE

It is understood that there shall be no additional cost factor to the Employer by implementing a 2D/2N rotation.

- (a) When the Hospital and the Union agree, the 2D 2N extended tour schedule shall be instituted when eighty percent (80%) of the employees on a particular nursing unit have so indicated by secret ballot. For employees who indicate to the Assistant Administrator of Nursing Services that they do not wish to work extended tours, the Hospital will endeavour to schedule these employees on a normal tour rotation.
- (b) When less than eighty percent (80%) of the staff on a particular nursing unit vote, as outlined in paragraph 1, in favour of the 2D 2N extended tour schedule by secret ballot, the Union may approach the Hospital and ask them to consider the implementation of a combination 2D 2N extended tour schedule, other extended tours and normal (7.5 hour) tour in a particular Unit.

- (c) The eighty percent (80%) figure above may be varied by mutual agreement between the parties.
- (d) The Hospital shall make space available to the Union in order to permit the Union to conduct the vote referred to in (a).
- (e) At any meeting with the Employer to discuss the 2D 2N schedule, a member of the Local executive should be in attendance.
- (f) A trial of the 2D 2N schedule shall run for any twenty-four (24) week period agreed to by the parties after which a further vote of the employees on the Unit will be conducted. Where at least eighty-five percent (85%) of the employees on the Unit indicate a willingness to continue with the 2D 2N schedule, the arrangement will become permanent.
- (g) The 2D 2N schedule may be discontinued in any unit when:
  - i) sixty-five percent (65%) of the employees in a unit so indicate by secret ballot; or
  - ii) The Hospital decided to do so because of:
    - A) adverse effects on patient care, or
    - 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, and states its intention to discontinue the extended tours in the schedule;
  - iii) When notice of discontinuance is given by either party in accordance with number (b) above, then:
    - A) the parties shall meet within four (4) weeks of the giving of notice to review the request for discontinuance; and
    - B) where it is determined that the extended tours will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended;
  - iv) The Local Union will be informed of the results of the secret ballot within seven (7) days.
- (h) The scheduling provisions contained in Article H-10 are applicable save and except for the following:
  - i) 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 and subsequent day until a day off is scheduled.

- ii) Employees shall receive at least three weekends in six off and will not be scheduled to work more than three weekends in a row. A weekend off shall consist of no less than 96 consecutive hours off following the end of the Friday tour. (i.e. the Friday night tour will not count as a weekend worked).
- (i) An employee will receive premium pay as defined in Article 14 for all hours worked on a fourth (4th) consecutive and subsequent consecutive weekend until a weekend is scheduled off, save and except where:
  - 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 tours with other employees.
- (j) All schedules will be done on the basis that each full-time employee will be scheduled for 1,950 hours per year.

H-16 Where employees are required to be on-call/standby, the scheduled on-call/standby shall be equitably divided among the employees. An employee shall not be scheduled on-call/standby while on vacation.

Employees who are scheduled for on-call/standby for the Operating Room will not be considered to be on-call/standby for other areas in the Hospital.

### **ARTICLE I - SALARIES**

I-1 The Employer shall pay wages bi-weekly in accordance with Appendix 3 attached hereto and forming part of this Collective Agreement. Employees shall be paid by a bank deposit system.

### **ARTICLE J - OVERTIME**

J-1 An employee may accumulate up to forty-five (45) regular hours in lieu of paid overtime. Time off reflecting this accumulation must be arranged between an employee and the Unit Manager.

J-2 An employee may request time off in lieu of paid overtime for all time worked at a time to be arranged between her/him and the Unit Manager.

**ARTICLE K - PAID HOLIDAYS**

K-1 Designated holidays:

New Year's Day/January 1	Civic Holiday
Family Day (Third Monday of February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day/November 11
Victoria Day	Christmas Day/December 25
Canada Day/July 1	Boxing Day/December 26

K-2 **FULL-TIME ONLY**

Any lieu days in connection with this Article shall be taken at a time arranged with her/his Unit Manager within thirty (30) days of the holiday or at a date mutually agreed to by the employee and Unit Manager. Employees will endeavour, where possible, to request lieu days prior to the posting of the regular schedule. However, in all cases the requests for lieu days should be made at least two weeks in advance of the requested date and shall be confirmed one week in advance of the time off.

K-3 A tour that begins during the twenty-four (24) hour period of a paid holiday shall be deemed to be work performed on the holiday for the full period of the tour.

K-4 When a part-time employee is scheduled to work on Saturday and Sunday and the Friday or the Monday is a paid holiday, the Employer will endeavour to schedule the employee to work the holiday in conjunction with the Saturday and Sunday, unless mutually agreed otherwise. Where an employee is scheduled off on a Saturday and Sunday and the Friday or the Monday is a paid holiday, the Employer will endeavour to schedule the employee off on the holiday in conjunction with the Saturday and Sunday, unless mutually agreed otherwise.

**ARTICLE L - VACATIONS - EARNED LEAVE**

L-1 Conditional on employees having accrued sufficient vacation entitlement, vacation shall be taken in periods of at least one (1) week at a time. Full-time employees may be granted vacation as single days or a combination of days to a maximum of thirty-seven and a half (37½) hours during the vacation period.

L-2 One (1) week of vacation may be taken upon completion of six (6) months continuous service in the first year of employment, if approved by the Unit Manager.

- L-3
- (a) Separate full-time and part-time vacation lists shall be posted on January 1st of each year.
  - (b) Each employee shall indicate her/his preference for vacation periods on or before March 1st of each year.
  - (c) The lists shall be finalized, authorized and reposted by Nursing Management by April 15th of the same year.

- (d) Where a dispute arises between employees requesting the same vacation times and such requests cannot be accommodated by the Employer, then seniority shall apply.
- (e) Vacation periods requested after March 1st of each year shall be granted on a first come, first serve basis at the discretion of the Unit Manager, provided that the submission after the deadline shall not displace previously scheduled vacations.

- L-4
- (a) The vacation year is from May 1 to April 30.
  - (b) Vacation requests will not be unreasonably denied.
  - (c) Vacation time may be carried over in extenuating circumstances; i.e., sickness, WSIB and extended approved leaves of absence.
  - (d) In order to allow as many employees off as possible over the Christmas and New Year's holidays, vacations will not normally be scheduled for the period from December 15th to January 7th, but will be granted when possible. Vacation requests for December 15th to January 10<sup>th</sup> will be authorized by nursing management by November 15th.

L-5 Vacation quotas shall not be unduly restrictive.

L-6 PART-TIME ONLY

Vacation pay for all part-time employees shall be paid in the first pay period in May for earnings up to and including the last pay period of April. Vacation pay will be paid on a separate pay stub.

**ARTICLE M - SICK LEAVE**

- M-1 An employee must notify her/his Unit Manager or her/his designate as soon as possible and at least one (1) hour prior to the beginning of the day shift and two (2) hours prior to the beginning of the evening or night shift.
- M-2 In returning to work following an illness, the employee must notify her/his Unit Manager as soon as possible of her/his intention to return in order that arrangements made with relief staff to work the employee's shift may be cancelled. If insufficient notice is given the relief employee shall work the day in question, and the employee returning from illness may be sent home for the day without pay.

**ARTICLE N- MISCELLANEOUS**

- N-1 Bargaining unit members required to be on standby will continue to be provided with beepers supplied by the Employer free of charge.
- N-2 Bargaining unit members required to wear scrub gowns and lab coats will continue to have them provided by the Employer free of charge.

- N-3 Bargaining unit members shall continue to enjoy free parking while in the present facility.
- N-4 Full-time workers will be able to apply for temporary full-time vacancies in accordance with Article 10.06 (d). Such positions will be filled in accordance with Article 10.06 (c).
- N-5 When a nurse is transferred to a position out of the Bargaining Unit under Article 10.10, the Bargaining Unit President will be notified of the following:
- (a) the name and home department of the nurse
  - (b) the date on which her/his transfer is effective
  - (c) the date on which she/he returns to the Bargaining Unit.

N-6 Notification to Unsuccessful Job Applicants

The parties agree that any unsuccessful candidate for an ONA job posting will be notified, in writing, within one (1) week of the decision being made and prior to the posting of the name of the successful candidate.

The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.

**ARTICLE O - PRE-PAID LEAVE**

- O-1 Two (2) full-time and one (1) part-time employee(s) will be eligible to enroll in the prepaid leave plan each year with the understanding that no more than one (1) employee from each nursing unit will be allowed to apply in any one year.

**ARTICLE P - MODIFIED WORK**

- P-1
- (a) The Employer will notify the President of the Local Nurses' Union of the names of all employees who go off work due to a work related injury or when an employee goes on L.T.D.
  - (b) When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Employer will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
  - (c) The Employer agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

P-2            Modified Work/Return to Work

The Hospital and the Association recognize that the purpose of modified work/return to work programs, is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanently disabled, to enable their early and safe return to work.

The parties undertake to provide safe and meaningful employment for both permanently or temporarily disabled nurses based on the following principles:

- (a) A nurse has the right to employment following an injury or illness if the Employee is able to perform either the essential duties of their pre-injury/illness job or any other suitable modified work.
- (b) A nurse participating in this program will be paid the applicable hourly rate in accordance with the Collective Agreement.
- (c) A nurse with a disability has the right to have the work or workplace modified to accommodate their needs in order to facilitate an early and safe return to work to their pre-injury/illness job or other suitable work.
- (d) A nurse with a disability, whose pre-injury/illness job cannot be accommodated to allow them to perform the essential duties of that particular job, shall be offered alternative suitable work. Every reasonable attempt will be made to offer alternative work that is comparable in nature and salary to the pre-injury/illness employment.
- (e) In order to return a worker with a disability to her/his pre-injury/illness job, appropriate accommodation may include, but is not limited to modifications to the job or work station, reorganization of the work, provision of additional staff and/or retraining of the worker in order to perform the essential duties of the pre-injury/illness job or alternative suitable work.

**ARTICLE Q - JOB SHARING**

Q-1            If the Employer agrees to a job-sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

- (a) Job sharing request with regard to full-time positions shall be considered on an individual basis.
- (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) employees and the Unit Manager.
- (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/his partner, as well as with other employees 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 employee would be required to work.
- (f) 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 Manager must be notified to book coverage. Job sharers are not required to cover 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 manager, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

Implementation:

- (g) Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- (h) Any incumbent full-time employee wishing to share her/his position, may do so without having her/his half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (i) If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the posted position, the remaining employee will revert to her/his former classification. If the remaining employee was previously part-time, then the shared position would revert to a full-time position and be posted according to the Collective Agreement.

Discontinuation:

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

**ARTICLE R – VIOLENCE IN THE WORKPLACE**

- R-1 (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 situation 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 his/her 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 - WORK RELATED INJURY**

S-1 With the employee's consent the Employer will inform the Union within twenty-four (24) hours or as soon as possible of any employee who has been assaulted or injured while performing her/his work. Such notification will be confirmed in writing.

#### **ARTICLE T – BENEFITS**

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

The Employer shall provide part-time nurses with the option of voluntary participation in the group health and welfare benefits, specifically EHC, Dental and Semi-private plans as set out in Article 17, once the part-time nurse has completed her/his probationary period of five hundred and twenty-five (525) hours of work. It is understood the nurse will pay one hundred percent (100%) of the monthly premiums through payroll deductions or provide the Payroll Department with post-dated cheques dated the first of each and every month.

The Employer will notify the Bargaining Unit President of the benefit costs to part-time nurses in April of each year, and each time the benefit costs are modified as part of the renewal process.

T-2            Retiree Benefits – Process for Payment

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

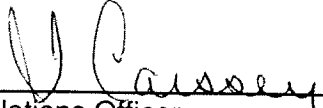
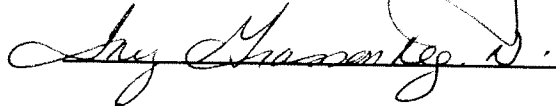
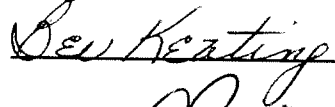

It is understood that any transaction would be dated the first of each and every month.

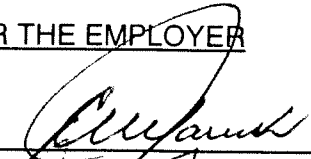
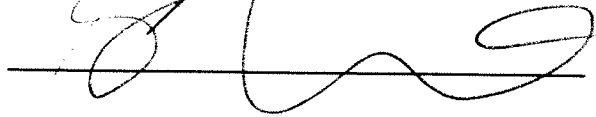
The Employer will notify the Union of the benefit costs to retired nurses in April of each year and each time the benefit costs are renegotiated by the Employer.

DATED AT KAPUSKASING, ONTARIO THIS 11<sup>TH</sup> DAY OF NOVEMBER, 2008.

FOR THE UNION

FOR THE EMPLOYER

  
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Labour Relations Officer  
  
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**LETTER OF UNDERSTANDING**

Between:

SENSENBRENNER HOSPITAL  
(referred to as the "Employer")

And:

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

**RE: Job Sharing - Trial Period**

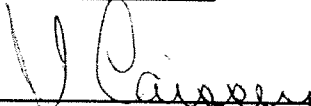
The Employer and the Union agree that all new job sharing arrangements will be introduced for a six (6) month trial period. The language of Article R - Job Sharing applies. Each job sharer and the Employer have the option of terminating the job sharing position during the six (6) month trial period. The job sharers will be reinstated to their former position if the job sharing is terminated during the trial period.

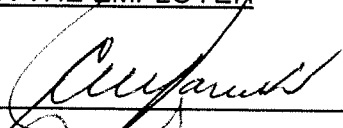
The Job Sharing position is deemed to be in effect after the six (6) month trial period has expired.

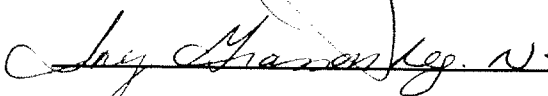
DATED AT KAPUSKASING, ONTARIO THIS 11<sup>TH</sup> DAY OF NOVEMBER, 2008.

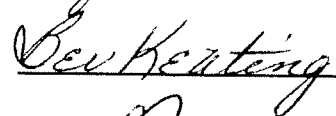
FOR THE UNION

FOR THE EMPLOYER

  
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Labour Relations Officer

  
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LETTER OF UNDERSTANDING

Between:

SENSENBRENNER HOSPITAL  
(referred to as the "Employer")

And:

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

**RE: Vacation Entitlement**

The parties agree to the concept of vacation entitlement for the period of December 15<sup>th</sup> to January 10<sup>th</sup> being granted on a rotational seniority basis from year to year within each department.

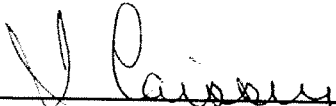
The parties further agree that the exact process for utilizing seniority will be determined through HAC meetings.

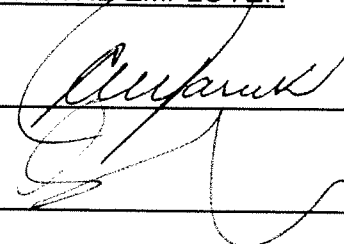
Once the process has been agreed to, a Letter of Understanding will be negotiated and implemented no later than September 30, 2008.

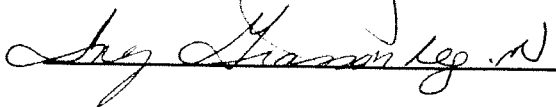
DATED AT KAPUSKASING, ONTARIO THIS 11<sup>th</sup> DAY OF NOVEMBER, 2008.

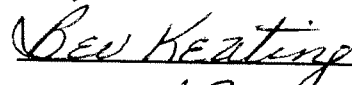

FOR THE UNION

FOR THE EMPLOYER

  
\_\_\_\_\_  
Labour Relations Officer

  
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