

**ORIGINAL SIGNED
DOCUMENT**

**LOCAL APPENDICES TO THE
COLLECTIVE AGREEMENT**

Between:

WINDSOR REGIONAL HOSPITAL
(Western Campus/Malden Park Continuing Care Centre/Metropolitan Campus)
(hereinafter referred to as "the Hospital")

And:

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

Expiry: March 31, 2011

APPENDIX 3

SALARY SCHEDULES

Effective April 1, 2008	Registered Nurse	R.N.E.C. (Registered Nurse Extended) Class)	Nurse Practitioner	Head Nurse	Nurse Educator/ Clinical Practice Coordinator / Diabetic Educator	In-Ser. Instr./ECO (Infection Control)	Charge Nurse/ Utilization Resource Nurse	Asst. Head Nurse	Grad. Nurse R.N. Temp./R.N. Prov. Nurse
Start	27.67	33.76	31.82	29.72	29.73	29.73	29.05	28.56	26.90
1 Year	28.08	34.26	32.30	30.19	30.23	30.23	29.49	28.98	27.33
2 Years	28.55	34.83	32.83	30.72	30.73	30.73	29.94	29.46	27.77
3 Years	29.95	36.54	34.44	32.26	32.30	32.30	31.45	30.94	29.18
4 Years	31.37	38.26	36.08	33.81	33.81	33.81	32.94	32.40	30.55
5 Years	33.14	40.43	38.12	35.72	35.79	35.79	34.81	34.24	32.32
6 Years	34.91	42.59	40.14	37.70	37.70	37.70	36.65	36.07	34.07
7 Years	36.71	44.78	42.21	39.64	39.65	39.65	38.54	37.91	35.83
8 Years	39.31	47.96	45.20	42.46	42.45	42.45	41.27	40.61	38.37
25 Years	40.00	48.80	46.00	43.20	43.19	43.19	42.00	41.32	39.04

Effective April 1, 2009	Registered Nurse	R.N.E.C. (Registered Nurse Extended) Class)	Nurse Practitioner	Head Nurse	Nurse Educator/ Clinical Practice Coordinator / Diabetic Educator	In-Ser. Instr./ECO (Infection Control)	Charge Nurse/ Utilization Resource Nurse	Asst. Head Nurse	Grad. Nurse R.N. Temp./R.N. Prov. Nurse
Start	28.50	34.77	32.77	30.61	30.62	30.62	29.92	29.42	27.71
1 Year	28.92	35.29	33.27	31.10	31.14	31.14	30.37	29.85	28.15
2 Years	29.41	35.87	33.81	31.64	31.65	31.65	30.84	30.34	28.60
3 Years	30.85	37.64	35.47	33.23	33.27	33.27	32.39	31.87	30.06
4 Years	32.31	39.41	37.16	34.82	34.82	34.82	33.93	33.37	31.47
5 Years	34.13	41.64	39.26	36.79	36.86	36.86	35.85	35.27	33.29
6 Years	35.96	43.87	41.34	38.83	38.83	38.83	37.75	37.15	35.09
7 Years	37.81	46.12	43.48	40.83	40.84	40.84	39.70	39.05	36.90
8 Years	40.49	49.40	46.56	43.73	43.72	43.72	42.51	41.83	39.52
25 Years	41.20	50.26	47.38	44.50	44.49	44.49	43.26	42.56	40.21

Effective April 1, 2010	Registered Nurse	R.N.E.C. (Registered Nurse Extended) Class)	Nurse Practitioner	Head Nurse	Nurse Educator/ Clinical Practice Coordinator / Diabetic Educator	In-Ser. Instr./ECO (Infection Control)	Charge Nurse/ Utilization Resource Nurse	Asst. Head Nurse	Grad. Nurse R.N. Temp./R.N. Prov. Nurse
Start	29.36	35.81	33.75	31.53	31.54	31.54	30.82	30.30	28.54
1 Year	29.79	36.35	34.27	32.03	32.07	32.07	31.28	30.75	28.99
2 Years	30.29	36.95	34.82	32.59	32.60	32.60	31.77	31.25	29.46
3 Years	31.78	38.77	36.53	35.86	34.27	34.27	33.36	32.83	30.96
4 Years	33.28	40.59	38.27	37.89	35.86	35.86	34.95	34.37	32.41
5 Years	35.15	42.89	40.44	39.95	37.97	37.97	36.93	36.33	34.29
6 Years	37.04	45.19	42.58	39.99	39.99	39.99	38.88	38.26	36.14
7 Years	38.94	47.50	44.78	42.05	42.07	42.07	40.89	40.22	38.01
8 Years	41.70	50.88	47.96	45.02	45.03	45.03	43.79	43.08	40.70
25 Years	42.44	51.77	48.80	45.82	45.82	45.82	44.56	43.84	41.42

WINDSOR REGIONAL HOSPITAL

WORK SHEET – O.N.A. WAGE SCHEDULE

PERCENTAGE DIFFERENTIAL WITH REG. N. RATES

	R.N.E.C. (Registered Nurse Extended) Class)	Nurse Practitioner	Head Nurse	Nurse Educator/ Clinical Practice Coordinator	In-Ser. Instr./ECO (Infection Control)	Charge Nurse/ Utilization Resource Nurse	Asst. Head Nurse	Grad. Nurse R.N. Temp./R.N. Prov. Nurse
Start	1.22	1.15	1.074	1.0745	1.0745	1.050	1.032	0.972
1 Year	1.22	1.15	1.075	1.0763	1.0763	1.050	1.032	0.973
2 Years	1.22	1.15	1.076	1.0764	1.0764	1.049	1.032	0.973
3 Years	1.22	1.15	1.077	1.0784	1.0784	1.050	1.033	0.974
4 Years	1.22	1.15	1.078	1.0779	1.0779	1.050	1.033	0.974
5 Years	1.22	1.15	1.078	1.0797	1.0797	1.050	1.033	0.975
6 Years	1.22	1.15	1.080	1.0800	1.0800	1.050	1.033	0.976
7 Years	1.22	1.15	1.080	1.0803	1.0803	1.050	1.033	0.976
8 Years	1.22	1.15	1.080	1.0798	1.0798	1.050	1.033	0.976
25 Years	1.22	1.15	1.080	1.0798	1.0798	1.050	1.033	0.976

ASSISTANT HEAD NURSE CLASSIFICATION

There are presently no Assistant Head Nurses. The following rate is what was in effect at January 1, 1994. The differentials to the Registered Nurse salary rates are indicated.

		As at January 1, 1994	Differential
Start	Monthly	2,911.80	1.031
	Hourly	17.92	
1 Year	Monthly	3,065.56	1.032
	Hourly	18.86	
2 Years	Monthly	3,247.05	1.032
	Hourly	19.64	
3 Years	Monthly	3,417.77	1.032
	Hourly	20.70	
4 Years	Monthly	3,586.83	1.033
	Hourly	21.78	
5 Years	Monthly	3,757.56	1.033
	Hourly	22.84	
6 Years	Monthly	3,969.72	1.033
	Hourly	24.16	
7 Years	Monthly	4,181.88	1.033
	Hourly	25.48	
8 Years	Monthly	4,394.04	1.033
	Hourly	26.81	
9 Years	Monthly	4,607.85	1.033
	Hourly	28.14	

APPENDIX 4**SUPERIOR CONDITIONS**

NOTE: This merged Appendix 4 was taken from the expired March 31, 1998 Collective Agreement for the Windsor Regional Hospital (Metropolitan Campus/Western Campus/Malden Park Continuing Care Centre); and from the 1998-2001 Collective Agreement between ONA and Hôtel-Dieu Grace Hospital for Nurses who transferred to Windsor Regional Hospital under the Human Resource Plan dated May 5, 1995.

**Western Campus/Malden Park
Continuing Care Centre**

FULL-TIME

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

Clause # Central Award	Applicable Clause from Existing Collective Agreement October 1, 1978 – September 30, 1980.
5.05 NOTE:	6.03 Such remittance shall be made no later than the twenty-fifth (25 th) of the following calendar month.
	6.05 The Employer shall provide each Nurse with a statement of income and deductions for income tax purposes (T4 Supplementary Slip) which shall include therein the deductions for Association Dues.
10 NOTE:	Retention Accumulation and Termination of Seniority (only applicable to Nurses employed <u>prior to October 23, 1981</u>).
	13.11/ 11.6(a) Seniority shall be retained and accumulated by a Nurse during active employment with the Hospital or when a Nurse is absent from work under the following circumstances: <ul style="list-style-type: none"> i) when on sick leave paid by the Hospital; ii) when in receipt of WSIB Benefits. iii) on approved leave of absence with pay.
	13.12/ 11.6(b) Seniority shall be retained but not accumulated when a Nurse is absent from work under the following circumstances: <ul style="list-style-type: none"> i) Absence due to illness or injury for a period not in excess of one (1) year (inclusive of period during the receipt of illness allowance); ii) When laid off due to reduction in the nursing staff for a period not in excess of one (1) year; iii) Approved leave of absence without pay. iv) Approved leave of absence up to one (1) year.

- v) When on approved leave of absence due to pregnancy or adoption.

12.02 19.02 The unused portion of a Nurse's sick leave entitlement, including the accumulated sick leave credits due a Nurse prior to the execution of this Agreement, shall accumulate up to a maximum of one hundred and twenty (120) working days.

19.04/
15.6 Upon termination of employment, Nurses shall be paid a cash settlement based on the wage rate at the date of severance equal to their unused portion of accumulated sick leave credits, calculated as aforesaid, and this is to be paid in full and complete settlement of any unused sick leave to a Nurse's credit on the date of termination to a maximum of sixty (60) days, except in the following cases:

- (a) If the Nurse is discharged by the Hospital for just cause and such Nurse has not been reinstated through the grievance procedure;
- (b) If the Nurse leaves the employ of the Hospital without giving four (4) weeks' notice in writing in the case of a Head Nurse, Instructor or Assistant Head Nurse, and two (2) weeks' notice in writing in the case of all others in the bargaining unit.

If such notice is given, a cheque representing the Nurse's entitlement to date of termination will be made available to the Nurse on completion of her tour of duty on the last day of work.

19.05 The beneficiary or estate of a Nurse who dies while in the employ of the Hospital shall be entitled to receive the balance of the Nurse's sick leave credits due her as provided for in Article 19.04/15.6 herein.

18.05 24.02 A Nurse upon request and with the permission of her family doctor, will receive immunization for the prevention of Poliomyelitis, Tetanus, Typhoid Fever and Smallpox at the Hospital's expense. Gamma Globulin will be provided for Nurses exposed to Measles and infectious Hepatitis with the permission of her family doctor.

19.09 Schedule A

Education Increments

In addition to the foregoing salaries provided for in Appendix 3 of this Collective Agreement, the following educational increments will be paid:

1. CHA/CNA Administration Course
(applicable to Head Nurse Only) \$15.00 per month
2. 3 months or more Post Graduate of Nursing Course (for Nurses hired on or after August 20, 1973, only if course utilized in performance of duties) \$15.00 per month

3. 1 year University Certificate in Nursing or for 1 year University Diploma in Nursing
\$40.00 per month
4. For a Bachelor of Science in Nursing Degree (New Graduate Nurses with Bachelor of Science of Nursing with no experience shall have such increment deferred for one year
\$80.00 per month
5. For a Master of Science in Nursing Degree (For Head Nurses only)
\$120 per month

Uniform Allowance

A uniform allowance calculated at \$5.00 monthly will be paid to each full-time Nurse on June 1st in each year, and such allowance shall be paid on such date to part-time Nurses regularly employed under the terms of this Agreement on a pro-rata basis. The provisions of this sub-article shall not apply with respect to any Nurse hired after the 1st day of June, 1975.

The above provision shall apply to the following Nurses only:

Doreen Burnett

Shirley Markham

APPENDIX 4

SUPERIOR CONDITIONS

**Western Campus/Malden Park
Continuing Care Centre**

PART-TIME

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

Clause # Applicable Clause from Existing Collective Agreement October 1, 1978
Central Award – September 30, 1980.

5.05 NOTE: 6.03 Such remittance shall be made no later than the twenty-fifth (25th) of the following calendar month.

6.05 The Employer shall provide each Nurse with a statement of income and deductions for income tax purposes (T4 Supplementary Slip) which shall include therein the deductions for Association Dues.

12.02 **Disposition of Present Sick Leave Entitlement – Part-time**

Any sick leave benefits accumulated and not utilized by November 30, 1975, shall be frozen and not supplemented thereafter. Such sick leave benefits, if any, for each Nurse now in the bargaining unit so affected may be utilized thereafter by her in accordance with the sick leave plan, including any payout provisions, in effect from time to time at the Hospital covering full-time Nurses.

15.01 NOTE: The following will apply to the following Nurses employed as part-time at the Prince Road site on or before December 14, 1987:

- Bertram, Cora
- Blacklock, Ulana
- Doe, Patricia
- Donald, Patricia
- Dube, Anne
- Fox, Elaine
- Fox, Sharon
- Holek, Debra
- Loiselle, Shelley
- Mayer, Frances
- MacDonnel, Vicki
- Masotti-Gibb, Margaret
- Montero, Divina
- Richard, Mary
- Slack, Janice
- Simkins, Christine
- Sutherland, Linda
- Tellier, Lorraine
- Thrasher, Sandra
- Walling, Catherine

- 4. For a Bachelor of Science in Nursing Degree (New Graduate Nurses with Bachelor of Science of Nursing with no experience shall have such increment deferred for one year) \$80.00 per month

- 5. For a Master of Science in Nursing Degree (For Head Nurses only) \$120.00 per month

19. NOTE: Service Increments

All part-time Nurses employed prior to October 23, 1981 shall advance on the salary grid in accordance with 18.06 and 10.01.

APPENDIX 4**SUPERIOR CONDITIONS****Metropolitan Campus****FULL-TIME****SUPERIOR BENEFITS AWARDED BY THE CENTRAL
ARBITRATION AWARD DATED OCTOBER 23, 1981**

Clause # Applicable Clause from Existing Collective Agreement October 1, 1978
 Central Award – September 30, 1980.

2.02 Appendix A

The Nurses presently employed who are not completing certification requirements are:

Miss Rebecca Dalupan
 Mrs. Monica Nurse
 Mrs. Victoria Lopez
 Mrs. Mary Shepherd

5.05 NOTE 6.05 The Hospital shall remit to the Association once each month, the dues so deducted, together with a list showing the names of those Employees from whom dues have been deducted, the amount of such deduction and the Social Insurance Number of the Employee. The Association shall hold the Hospital harmless with respect to all dues so deducted and remitted, and with respect to any liability which the Hospital might incur as a result of such deduction. It is further agreed that the Employer shall provide on each Employee's T4 Supplementary Slip, the deductions for Association dues.

12.02 *13.04(h) On termination of employment, an Employee with the following seniority shall be paid cash-in-lieu of the accumulated sick leave credits on the following basis:

An Employee with two (2) years' seniority shall receive payment of twenty-five percent (25%) of her accumulated sick leave credits.

An Employee with three (3) years' seniority shall receive payment of thirty-three percent (33%) of her accumulated sick leave credits.

An Employee with four (4) years' seniority shall receive payment of forty percent (40%) of her accumulated sick leave credits.

An Employee with five (5) years' seniority shall receive payment of fifty percent (50%) of her accumulated sick leave credits.

13.04(j) The beneficiary or estate of an Employee who dies while in the employ of the Hospital shall be entitled to receive the balance of the Employee's sick leave credits due her as provided for in Article 13.04 (h) herein.

- * based on an accumulation of up to a maximum of 150 days.

18.05 IMMUNIZATION

A Nurse upon request and with the approval of her physician will receive immunization for the prevention of poliomyelitis, tetanus, typhoid fever, and smallpox at the Hospital's expense. Gamma globulin will be provided for Nurses exposed to measles and infectious hepatitis.

A Nurse who contracts a work-related infectious disease – tuberculosis, staphylococci, hepatitis or typhoid fever – shall receive full treatment and medication at the Hospital's expense, providing such Employee does not receive WSIB approval or has Health Care coverage.

19.09 EDUCATIONAL INCREMENTS

In addition to the foregoing salaries, the following will be paid:

1. For special clinical preparation (CCU/ICU) of a minimum of fifty (50) hours over a three (3) month period
– \$15.00 per month
2. For a course in Nursing Unit Administration (CHA/CNA)
– \$15.00 per month
3. For a one year University diploma or certificate in Nursing
– \$40.00 per month
4. For a Bachelor of Science degree in Nursing
– 80.00 per month

NOTE: All above increments are applicable only when Nurses are employed in a capacity directly utilizing this preparation. Further, it is understood that clinical preparation must be approved by the College of Nurses, Registered Nurses Association of Ontario and/or Ontario Hospital Association. It is also understood that special clinical preparations attended during paid working hours will not be subject to educational increments.

APPENDIX 4**SUPERIOR CONDITIONS****Metropolitan Campus****PART-TIME****SUPERIOR BENEFITS AWARDED BY THE CENTRAL
ARBITRATION AWARD DATED OCTOBER 23, 1981**

Clause # Applicable Clause from Existing Collective Agreement October 1, 1978
 Central Award – September 30, 1980.

2.02 Appendix A

The Nurses presently employed who are not completing certification requirements are:

Miss Rebecca Dalupan
 Mrs. Monica Nurse
 Mrs. Victoria Lopez
 Mrs. Mary Shepherd

5.05 NOTE The Hospital shall remit to the Association once each month, the dues so deducted, together with a list showing the names of those Employees from whom dues have been deducted, the amount of such deduction and the Social Insurance Number of the Employee. The Association shall hold the Hospital harmless with respect to all dues deducted and remitted, and with respect to any liability which the Hospital might incur as a result of such deduction. It is further agreed that the Employer shall provide on each Employee's T4 Supplementary Slip, the deductions for Association dues.

15.01 NOTE The following will apply to the following Nurses employed as part-time at the Metropolitan Campus on or before September 1, 1994.

Bauer, Yvonne	Lepine, Gayle
Beneteau, Marcella	Lippold, Mary Catherine
Brammer, Freda	Martyniuk, Karen
Bruton, Lorraine	McFarland, Nancy
Byrne, Ann-Helen	Momney, Colleen
Capaldi, Catherine	Morris, Theresa
Charette, Tammy	Myers, Elaine
Chauvin, Elaine	Nicoletti, Karen
Cooper, Joanne	Nicoletti, Lori
Davies, Lisa	Parent, Catherine
Delcol, Carol	Pells, Margaret
Derkatz, Anita	Pierozynski, Lynn
Desjardins, Christina	Pizzo, Dawn
Dinnendahl, Susan	Read, Debra
Drouillard, Aline	Reaume, Diane
Dumontier, Paulette	Rosenson, Patricia
Dy, Sarah	Routhier, Michelle
Eansor, Nicole	Rojek, Darlene
Fregin, Michelle	St. Onge, Kimberly

Gaudette, Julie Gregg, Laureen Herlehy, Anne Marie Howlett, Gail Jacques, Camille Jessop, Linda Killaire, Georgette Kumar, Purnima Lambing, Lynda Latouf, Janet	St. Pierre, Debra Seabourne, Wendy Seguin, Karen Seguin, Sandra Spratt, Dawn Marie Tofflemire, Jacqueline VanWingerden, Barbara Venne-Dufault, Elaine Verdecchia, Cathy Vorshuk, Kristine Wilkinson, Betty
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1. Statutory (Public) Holidays

Part-time Nurses who do not work on the following:

New Year's Day (January 1st)
Good Friday
Victoria Day
Canada Day (July 1st)
Labour Day
Thanksgiving Day
Christmas Day (December 25th)
Boxing Day (December 26th)

They will be paid holiday pay provided they meet the following qualifiers:

- (a) Work their full scheduled shift immediately before and after the holiday; and
- (b) Earn wages on five (5) days during the four (4) weeks immediately preceding the holiday. Where any of the shifts on which the part-time Nurse earned wages were extended tours, the qualifier is reduced to four (4) days.

2. Non-Statutory (Public) Holidays

Part-time Nurses who do not work on the following:

2nd Monday in February
2nd Monday in June
Civic Holiday
Remembrance Day

will be paid holiday pay provided they meet the following qualifiers:

- (a) Work their full scheduled shift immediately before and after the holiday; and
- (b) Earn wages on five (5) days during the four (4) weeks immediately preceding the holiday. Where any of the shifts on which the part-time Nurse earned wages were extended tours, the qualifier is reduced to four (4) days.

A part-time Employee who is scheduled to work and does work on a Statutory Holiday recognized by this Agreement will be paid at the rate of time and one-half (1½) instead of her regular rate for the time so worked, or in accordance with the Employment Standards Act.

16.04 NOTE Any part-time Employee in the active employ of the Hospital who has completed at least one (1) year of continuous service shall be entitled to annual vacation pay equal to six percent (6%) of gross salary for tours worked in the Hospital for the twelve (12) month period ending 30th April in any year. This payment will be given 1st July of each year.

17.05 IMMUNIZATION

A Nurse upon request and with the approval of her physician will receive immunization for the prevention of poliomyelitis, tetanus, typhoid fever, and smallpox at the Hospital's expense. Gamma globulin will be provided for Nurses exposed to measles and infectious hepatitis.

A Nurse who contracts a work-related infectious disease – tuberculosis, staphylococci, hepatitis or typhoid fever – shall receive full treatment and medication at the Hospital's expense, providing such Employee does not receive WSIB approval or has Health Care Coverage.

18.09 EDUCATIONAL INCREMENTS

In addition to the foregoing salaries, the following will be paid:

1. For special clinical preparation (ICU/CCU) of a minimum of fifty (50) hours over a three (3) month period – \$15.00 per month
2. For a course in Nursing Unit Administration(CHA/CNA) – \$15.00 per month
3. For a one year University diploma or certificate in Nursing – \$40.00 per month
4. For a Bachelor of Science in Nursing – \$80.00 per month

NOTE: All above increments are applicable only when Nurses are employed in a capacity directly utilizing this preparation. Further, it is understood that clinical preparation must be approved by the College of Nurses, Registered Nurses Association of Ontario and/or Ontario Hospital Association. It is also understood that special clinical preparation attended during paid working hours will not be subject to educational increments.

APPENDIX 4**SUPERIOR CONDITIONS TRANSFERRED FROM
Hôtel-Dieu Grace Hospital**

NOTE: The provisions of this component of Appendix 4 was taken from the expired 1991-1993 Collective Agreements of the Hôtel-Dieu of St. Joseph Hospital and the Salvation Army Grace Hospital upon merging the bargaining units within the Hôtel-Dieu Grace Hospital.

GRACE SITE

Clause # Central Award (Full-time)	Applicable Clause from existing Collective Agreement 1978 – 1980								
5.05 NOTE	8.04 The Hospital will also include reference to any change in a Nurse's category and/or classification.								
10.04 NOTE	<p data-bbox="472 800 909 835">11.07 <u>Accumulation of Seniority</u></p> <p data-bbox="570 867 1442 938">Seniority shall be retained and shall continue to accumulate when a Nurse is absent from work under the following circumstances:</p> <p data-bbox="570 968 1442 1102">(a) Absence due to illness or injury compensable under the provisions of the <i>Workers' Compensation Act</i>, (b) When on leave of absence with pay.</p> <p data-bbox="570 1136 1442 1199">This benefit applies to those employed on or before October 23, 1981.</p>								
12.02	<p data-bbox="472 1234 553 1270">16.01</p> <p data-bbox="472 1270 1442 1371">* 5. Upon termination of employment, a Nurse with the following years of continuous service with the Hospital shall be paid her/his unused amount of sick leave accumulation at the following rates:</p> <table data-bbox="570 1402 852 1537"> <tr> <td>Two years</td> <td>– 25%</td> </tr> <tr> <td>Three years</td> <td>– 33%</td> </tr> <tr> <td>Four years</td> <td>– 40%</td> </tr> <tr> <td>Five years</td> <td>– 50%</td> </tr> </table> <p data-bbox="570 1570 954 1606">except in the following cases:</p> <p data-bbox="570 1640 1442 1843">(a) If the Nurse is discharged by the Hospital for just cause and such Nurse is not reinstated through the grievance procedure; (b) If the Nurse leaves the employ of the Hospital without giving two (2) weeks notice in writing.</p>	Two years	– 25%	Three years	– 33%	Four years	– 40%	Five years	– 50%
Two years	– 25%								
Three years	– 33%								
Four years	– 40%								
Five years	– 50%								

*maximum accumulation 130 days

- * 7 The estate of a Nurse who dies while in the employ of the Hospital and who has at least two (2) continuous years of seniority shall be entitled to receive the balance of his or her unused sick leave credits which have accrued as provided in paragraph 5 above to the maximum accumulation of 130 days.

18.05 17.02 A Nurse shall have the privilege of having any examination performed by her/his family physician rather than by the physician designated by the Hospital, provided such examination is performed at no expense to the Hospital and provided the Hospital receives a written report of the result of such examination on the prescribed Hospital form within fourteen (14) days of a Nurse's employment in the case of a new Employee and in other cases, within thirty (30) days of the Hospital giving to the Nurse notice that an examination is required.

19.09 SCHEDULE A

9. Educational Increments

With effect from the 13th day of July, 1972, the following educational increments shall be applicable to all Registered Nurses and shall be in addition to the above schedules:

1. For Special Course of 3 months or more approved by Director of Nursing Service – \$15 per month
2. For successful completion of Course in Nursing Unit administration (CHA/CNA) (Head Nurse and Assistant Head Nurse only) – \$15 per month
3. For a one year University Diploma or Certificate in Nursing – \$40 per month
4. For a Bachelor of Science Degree in Nursing – \$80 per month
5. The above increments will only be paid when a Nurse is employed in a capacity which required the degree, diploma, certificate or special training referred to above.
6. Proof of the Degree or Certificate from a School of recognized standing must be submitted by the Nurse to the Hospital.
7. A Nurse possessing more than one degree, diploma or certificate shall be entitled only to the highest bonus provided in the schedule.

10.04 11.07 Accumulation of Seniority:

DUPUIS, PAMELLA
CHARLES, DEBRA
CONNOR, KAREN
CORBIN, NORMA

D'AMICO, PATRICIA
DETOMASSO, ELAINE
WELSH, JUDY
KENNEDY, PATRICIA
BELLEMORE, CAROLE
BELISLE, KAREN
FABRIS, NANCY
HAMILTON, M.K.
FANTAZZIO, MARY JO
BUCKLEY, PATRICIA
SHEPLEY, LOUISE
CASTANARES, ROMANA
BOURDEAU, CHERYL

12.02 16.01 Sick Leave Termination

All Employees listed above with sick bank accumulated shall be paid out as per the schedule listed in this agreement.

HÔTEL-DIEU GRACE PART-TIME EMPLOYEES

10.04 11.07 Accumulation of Seniority:

BEADOW, MARGARET
TAZZMAN, GAYLE
RIVARD, JEANETTE
HILLOCK, DENISE
STOCCO, DAWN

12.01 16.02 Sick Leave Benefits

D'AMICO, PATRICIA
RIVARD, JEANNETTE

APPENDIX 4
SUPERIOR CONDITIONS

**Resulting from the Integration of
Cancer Care Ontario with Windsor Regional Hospital
by the Human Resource Transfer Agreement dated December 4, 2003**

13.11 Peripheral Clinics

- (a) Every effort will be made not to assign a Nurse to a peripheral clinic without her consent.
- (b) A Nurse who travels to a peripheral clinic shall be compensated for the following out of pocket expenses incurred.
 - i) Mileage at the current Centre rate.
 - ii) Parking costs.
 - iii) Meals.

18.06 Canadian Oncology Certification

Effective the date of ratification of the Memorandum of Settlement, provided that the full-time Nurse or regular part-time Nurse successfully passes the exam, the Centre shall pay the full cost of the Canadian Oncology Certificate examination fee and subsequent re-certification fee(s).

19.04 The Employer shall continue its present practice of providing lab coats when required.

RE: ARTICLE 15.02(B)

The following will apply to Nurses employed as part-time on or before November 22, 2002 as long as they continue in that current status.

Any vacation pay owing to a part-time Nurse shall be paid at the end of January on a separate pay cheque. It shall be calculated on the gross earnings in the previous twelve (12) months on the following basis:

<u>Hours worked since date of last hire</u>	<u>Vacation Pay Percentage</u>
0 – 3,000	6%
3,001 – 21,000	8%
21,001 – 34,500	10%
Over 34,500	12%

The following is the list of part-time Nurses employed on or before the November 22, 2002:

1. Christine Dollar

RE: RECOGNITION OF EDUCATION

The parties agree that Lori Del Duca who was on staff prior to November 15, 2002 and who was employed in a capacity requiring a BSCN degree and who was receiving salary recognition of one hundred dollars (\$100.00) monthly for the additional preparation of her Bachelor's degree will continue to receive such monthly payment.

The above monthly payment is a substitute for and not in addition to any payment Ms. Del Duca may otherwise be entitled to under Superior Conditions as outlined in the Collective Agreement between Windsor Regional Hospital and the Ontario Nurses' Association.

APPENDIX 5**LOCAL PROVISIONS****INDEX**

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ARTICLE A – RECOGNITION

- A-1 (a) The Hospital recognizes the Association as the sole bargaining agent for all Registered Nurses, Registered Nurses Provisional or Temporary and Graduate Nurses, employed by Windsor Regional Hospital in the City of Windsor, save and except, the Coordinator of Staff Education, Nursing Quality Assurance Coordinator, Supervisors, Managers and persons above the rank of Manager.
- (b) The Hospital recognizes the Association as the sole bargaining agent for the Infection Control Nurse(s), Occupational/Employee Health Nurse(s), Day Hospital/Adult Day Care Nurse, and Nurse Learning Consultants.
- A-2 In accordance with the Ontario Labour Relations Act, the Hospital accepts the following responsibilities:
- The Hospital recognizes the Association as the sole Collective Bargaining Agent for all Nurses coming within the scope of this Agreement.
- A-3 The parties have agreed during negotiations leading to this agreement that the IV team Nurse position(s) are excluded from the bargaining unit.

ARTICLE B – MANAGEMENT RIGHTS

- B-1 The Association acknowledges the exclusive function of the Hospital to operate and manage the Hospital in all respects in accordance with its obligations and without limiting the generality of the foregoing:
- (a) To direct the working force, including the right to hire, rehire, suspend, transfer, classify, promote, demote, lay off, recall, schedule work, assign work, discipline and discharge for just cause, subject to the right of a Nurse to lodge a grievance as hereinafter provided;
- (b) To maintain order, discipline and efficiency;
- (c) To establish and enforce reasonable rules and regulations.
- B-2 Without restricting or limiting the generality of the preceding sub-article, the Hospital shall retain all its rights of management not inconsistent with the provisions of this Agreement.

ARTICLE C – ASSOCIATION INTERVIEW AND ASSOCIATION REPRESENTATION

- C-1 (a) The time and place of the interview referred to in Article 5.06 of the central portion of the Collective Agreement shall be scheduled within the first two (2) weeks of employment at a mutually agreed upon time on the Hospital premises. The Hospital will advise the respective Bargaining Unit President of all Nurses to be interviewed prior to the interview.
- (b) Where an Employee transfers, for whatever reason, to an alternate site within the Hospital, written notification will be provided to the Bargaining Unit President.

- C-2 In accordance with 6.02(b) of the Central Agreement, there shall be a Grievance Committee of not more than five (5) Association Representatives.
- C-3 In accordance with 6.04(a) of the Central Agreement, there shall be a Negotiating Committee composed of six (6) Association Representatives.
- C-4 (a) The Bargaining Unit President, or designate, will identify to the Hospital which committee members require payment under Article 6.03(e) at each H.A.C. meeting.
- (b) In accordance with 6.03 of the Central Agreement, there shall be a Hospital-Association Committee of not more than six (6) Association Representatives.
- C-5 A Representative from Human Resources shall forward copies of all transfer requests to the Bargaining Unit President.
- C-6 In accordance with Article 6.01(a) of the Central Agreement, the Hospital will recognize up to twenty-nine (29) Representatives.
- C-7 The Bargaining Unit President, Grievance Officer, and Occupational Health and Safety Representative will be assigned duties on the day shift only provided they are not scheduled to work in the same department of the Hospital.
- The Bargaining Unit President shall not be scheduled to work weekends as long as this requirement does not interfere with the scheduling objectives of other Nurses as outlined in this Collective Agreement.
- C-8 In accordance with Article 9.02(a) of the Central Agreement, there shall be a Professional Development Committee (ONA Education Committee) of not more than five (5) Bargaining Unit Representatives.

ARTICLE D – ASSOCIATION NOTICES

- D-1 The Hospital will provide at least three (3) bulletin boards for the use of the Association.

ARTICLE E – SENIORITY – LOCAL

- E-1 A copy of the seniority lists shall be posted by February 15th and August 1st on designated bulletin boards with two (2) copies forwarded to the Bargaining Unit President and two (2) copies forwarded to the bargaining unit secretary. The lists will be forwarded in adobe (.pdf) format however will be provided in an excel document upon request. Included in this list shall be a breakdown of total hours worked for part-time Nurses and the reasons for any adjustments for full-time Nurses (e.g., L.O.A., etc.). The lists will include date of hire and current area of assignment.

ARTICLE F – HOURS OF WORK – SCHEDULING

- F-1 (a) Tours of duty schedules shall be posted six (6) weeks in advance. Requests for specific days off are to be submitted to the person

responsible for scheduling in writing at least two (2) weeks in advance of posting.

- (b) Requests for changes in posted time schedules must be submitted in writing on a standard form and co-signed by the Nurse willing to exchange schedules or tour of duty. Replies denying such requests will be in writing. Requests for change in the posted schedules shall not be unreasonably withheld.
- (c) There shall be no change in such schedule after being posted unless by mutual agreement of the Hospital and the Nurse or Nurses affected by such change except in the event of an emergency.
- (d) Master rotations will not be altered without the written agreement of the Union. Such agreement shall not be unreasonably withheld.
- (e) The Registered Nurses on any unit wishing to formulate and implement master schedules for full-time Nurses will select two (2) Nurses from their unit to sit on a Committee with a member of the Local Executive and an equal number of Hospital Representatives to develop a master rotation schedule to meet the needs of that particular unit, subject to all posting and scheduling requirements of the Collective Agreement.
- (f) Requests for any of the following days off
 - Holiday lieu days,
 - Overtime lieu days,
 - Extended tour EDO, and
 - Single vacation days requested outside Article H-4

will be granted based on date of request. If more than one (1) of these requests occur on the same date, seniority will govern the granting of the request, based on the date the request is submitted.

F-2 (a) The Hospital will schedule each Nurse one (1) weekend off in every two (2).

(b) Full-time Nurses Only

Full-time Nurses will receive premium pay, as outlined in the Collective Agreement, for all hours worked on a second consecutive and subsequent weekends, 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 weekend work; or
- iii) such weekend is worked as a result of an exchange of shifts with another Nurse.

(c) Part-time Nurses Only

- i) Part-time Nurses will receive premium pay for all hours worked on a scheduled second consecutive and all subsequent consecutive weekends until a weekend off is received, save and except where:
 - A) such weekend has been worked by the Nurse to satisfy specific days off requested by such Nurse; or
 - B) such Nurse has requested weekend work; or
 - C) such weekend is scheduled/worked as a result of an exchange of shifts with another Nurse.
 - ii) Where a part-time Nurse is called in to work a tour(s) on a scheduled weekend off she/he will be paid premium pay for all hours worked on the tour(s). The Nurse will not receive premium pay for the subsequent scheduled weekend worked. This provision is only applicable to part-time Nurses scheduled to work every second (2nd) weekend.
- (d) A weekend shall be defined as at least fifty-six (56) consecutive hours off between the last shift worked on the Friday and the first shift worked on the Monday. If a Nurse requests that her weekend be defined as other than the period between the last shift worked on the Friday and the first shift worked on the Monday, and if the Hospital agrees to such request, the fifty-six (56) hour period shall apply to the weekend as defined. Should a full-time or regular part-time Nurse be required to work during the fifty-six (56) hours stated above, such full-time or regular part-time Nurse shall be considered as having worked the weekend.

F-3**Shift/Weekend Premiums**

- (a) The evening shift premium when applicable as per Article 14.10 will be payable between 1500 and 2300 hours.
- (b) The night shift premium when applicable as per Article 14.10 will be payable between 2300 hours and 0700 hours.
- (c) The weekend premium as per Article 14.15 will be payable between 2300 hours Friday and 2300 hours Sunday.

F-4

- (a) The normal tours of duty are:

DAYS	0700 – 1500
EVENINGS	1500 – 2300
NIGHTS	2300 – 0700

Variations to the above tours or the tours identified in the appended Letter of Understanding will be agreed with the Association in writing prior to implementation. Such agreement shall not be unreasonably withheld by the Association.

- (b) Where the Hospital wishes to introduce shifts, other than normal daily tours or extended tours, the terms will be discussed between the parties

including implementation, trial periods, scheduling, discontinuation, and the applications of premium pay provisions.

- (c) The parties agree that the night shift shall become the first shift of the day.
- F-5
- (a) Schedules shall be prepared in such a way that no days off will be separated by a single workday.
 - (b) Subject to the aforesaid qualifications, schedules will be arranged to provide at least four (4) days off in each two (2) week period.
 - (c) Any other arrangement of days off is to be agreed upon between the Manager and the Nurse concerned.
- F-6
- (a) A full-time Nurse will not be scheduled to work on two (2) different tour rotations in any two (2) week period unless agreed to by the Nurse in writing.
 - (b) The Hospital will schedule regular part-time Nurses who rotate, to work no more than two (2) different tours in any two (2) week period unless agreed to by the Nurse in writing.
- F-7
- (a) All full-time and regular part Nurses will be given preference for shift scheduling on the basis of seniority. Nurses will indicate their scheduling preference as to days/evenings or days/nights.

Where full-time or regular part-time Nurses transfer to another unit for any reason, shift selection, as identified above, will occur upon transfer to the new unit. It is recognized that permanent shifts on the unit may be affected.

- (b)
 - i) A Nurse may request to work a permanent shift (except day shift). Such request shall be granted at the discretion of the hospital and shall not be unreasonably withheld. However, all such Nurses may be assigned to the day shift from time to time for training, development, reorientation, and evaluation purposes.
 - ii) If an Employee working a permanent shift requests to return to rotating shifts, such request will not be denied provided the Nurse has been in the permanent shift for at least a period of six (6) months.
 - iii) If an Employee leaves a permanent shift rotation for any reason, or where an Employee is displaced from a permanent shift rotation in a long-term layoff, the permanent shift rotation will be reverted to a rotating shift position. The Employees on the affected unit will receive ninety (90) days' notice that their master rotations may be amended. The Hospital will attempt to revise the unit schedules with as little disruption to current master rotations as possible. Any conflicts related to choice of rotations will be settled by seniority.
- (c) A regular part-time Nurse who wishes to rotate all three (3) shifts must put her desire in writing to the Unit Manager.

- (d) i) A full-time Nurse who normally rotates through any calendar year, shall not be scheduled to work in any calendar year more than fifty percent (50%) of evening or night tours to the amount of time scheduled on the day tour unless mutually agreed to by the Nurse in writing.
- ii) The fifty percent (50%) referenced in (i) above will be calculated on a quarterly basis. Any adjustments required to adhere to the fifty percent (50%) ratio will be done in the following quarter.
- (e) A regular part-time Nurse shall not be scheduled to work totally on the evening and night tours unless the Nurse has so requested.

F-8 A full-time Nurse electing to take equivalent time off in lieu of premium pay as per Article 14.09 of the Central Collective Agreement, may do so at a mutually agreed upon time or within one hundred and twenty (120) calendar days from the date the premium pay was accumulated. Where the time off has not been taken within the time frame stated above, said overtime will be paid out at the applicable overtime rate on the next pay cheque. All requests for equivalent time off in lieu of overtime payment will be made on a standard form.

F-9 (a) A period of at least sixteen (16) consecutive hours shall be scheduled between shifts. In the event the Hospital fails to provide the requisite hours off as provided herein, a full-time and regular part-time Nurse will be compensated with premium pay for all hours worked during the sixteen (16) hours.

Scheduled education days with start times commencing at 0800 hours or 0900 hours will not invoke a premium under this provision.

- (b) i) When a full-time Nurse is being changed from one tour to another, there shall be at least twenty-four (24) consecutive hours off between one tour and the other and forty-eight (48) hours off after the night shift.
- ii) When a regular part-time Nurse is being changed from one tour to another, there shall be at least twenty-four (24) consecutive hours off between one tour and the other.
- iii) In the event the Hospital fails to provide the requisite hours off as provided herein, the Nurse will be compensated with premium pay for all hours worked on her/his next scheduled shift.

F-10 Two (2) days off a week need not be scheduled consecutively; however, every effort shall be made to ensure that no Nurse shall be scheduled to work more than five (5) consecutive days without a day off.

Premium pay will be paid for all hours worked on the sixth (6th) scheduled shift and all subsequent consecutive scheduled shifts except where:

- (a) Such days are worked by the Nurse to satisfy specific days off requested by such Nurse.
- (b) Such days are worked as the result of an exchange of shifts with another Nurse.

For clarity, this provision does not apply to any non pre-scheduled extra shifts the Nurse may agree to work.

Notwithstanding the above, no Nurse will be permitted to work more than eight (8) shifts in a row without a day off.

F-11

Availability for Work/Scheduling

(a) Regular Part-Time Commitment – RPT Category A

- i) Available for scheduling twelve (12) months of the year, unless she/he is on scheduled vacation weeks or an approved leave of absence. Regular part-time nurses cannot make themselves unavailable for scheduling;
- ii) Available to work a minimum of four (4) tours of 7.5 hours (thirty [30] hours for Employees whose hours of work consist of a combination of short, normal and/or extended tours) within any biweekly pay period;
- iii) Available to work every other weekend;
- iv) Available to work on either Christmas Eve Day and Christmas Day or New Year's Eve and New Year's Day, and in addition, at least four (4) other holidays during the year;
- v) A leave, granted under Article 11 of the Central Agreement, will not be counted towards the Nurse's scheduled commitment.

The four (4) tours within any biweekly pay period shall include the every other weekend to be worked and further, the Christmas Day or New Year's Day requirement.

(b) Regular Part-Time Commitment – RPT Category B

- i) Available for scheduling twelve (12) months of the year, unless she/he is on scheduled vacation weeks or an approved leave of absence. Regular part-time nurses cannot make themselves unavailable for scheduling;
- ii) Available to work a minimum of two (2) tours, based on the hours of the defined tours on the unit schedule (7.5 hour tours or 11.25 hour tours), per month.
- iii) RPT – Category B nurses willing to work shifts over the Christmas or New Year's holidays will indicate their availability, including the number of shifts she/he is willing to work in writing to the Unit Manager.

RPT – Category B nurses will not be scheduled exclusively on weekends without their written consent.

(c) Regular Part-Time Scheduling

- i) The Hospital agrees to schedule all available shifts on a unit to regular part-time Employees according to their commitment on the posted schedule of the unit.
- ii) All regular part-time Employees in a unit will be scheduled up to their minimum commitment under Article F-11 (a) or (b) by seniority.
 - A) The schedule will be filled out by scheduling the most senior RPT Nurse on the unit the minimum commitment and proceeding down the RPT list on the unit, scheduling each less senior RPT the minimum commitment until all available hours of work have been scheduled on the unit.
 - B) Once all regular part-time Employees on the unit have been scheduled their minimum commitment, any remaining shifts to be scheduled will be scheduled allocating one (1) shift to each RPT – Category A Nurse on a seniority basis, until all available shifts are scheduled within each posted schedule on the unit.
 - C) Any remaining shifts to be scheduled after B) above will be scheduled allocating one (1) shift to each RPT – Category B Nurse on a seniority basis, until all available shifts are scheduled.
 - D) Where a regular part-time Employee does not want to be scheduled shifts over and above the minimum part-time commitment, she/he will indicate this in writing to her/his Unit Manager.
- iii) Shifts which become available on a unit for any reason, after the schedule has been posted will always be offered to the regular part-time Nurses on the unit on the following basis:
 - A) to regular part-time Nurses on the unit who have not been scheduled or given the opportunity to work up to their minimum commitment; then
 - B) to RPT– Category A Nurses on the unit on the basis of rotating seniority; then
 - C) to RPT – Category B Nurses on the Unit on the basis of rotating seniority;
 - D) to RPT – Category A Nurses off the unit who would be in a straight time situation for the shift and who have indicated their availability in writing to work additional shifts on the unit;
 - E) to RPT – Category B Nurses off the unit who would have been in a straight time situation for the shift and who have

indicated their availability in writing to work additional shifts on the unit;

- F) if the shift results in premium pay it is to be offered to the full-time or regular part-time Category A Nurses on the unit prior to being offered to Nurses off the unit in a premium pay situation. It is agreed that premium pay shifts will be offered on a fair and equitable basis by rotating on an integrated seniority list between full-time and RPT Category A Nurses on the unit; however, this shall not apply to shifts which become available on a weekend, in which case such shifts shall be offered first to RPT – Category A Nurses before being offered to full-time Nurses.
 - G) a shift will be deemed to be offered whenever a call is placed and will count toward the minimum commitment of the Nurse;
 - H) a Nurse who does not wish to be called for additional shifts must put their desire not to be called in, in writing, to their Unit Manager.
- iv) Nurses who do not wish to be scheduled at an alternate site must put such request in writing to the Unit Manager. It is recognized that accommodating such a request may result in a Nurse not being scheduled their minimum commitment. It is further recognized that accommodation of this request will not negatively impact any other staff on the unit. Such a request will not be unreasonably denied.
 - v) Notwithstanding the above, where a regular part-time Employee had a scheduled shift cancelled and a need arises whereby the Hospital intends to call an Employee in for the same cancelled shift, the Employee who has had her/his shift cancelled will be given the first opportunity to work that call-in shift.
 - vi) Nurses working in bargaining unit classifications, other than registered nurse, will not be offered additional tours on any unit until all full-time and regular part-time registered nurses on the unit have been given the opportunity to work.
 - vii) Casual part-time Employees will not be called in or scheduled to work at either Hospital site until all available hours of work have been offered to all regular part-time Employees at either Hospital site.
- (d) Tours of Less than 7.5 Hours
- i) Where a part-time Employee(s) is scheduled to work less than a normal tour (7.5 hours), Article F, in its entirety, applies except as amended by the following:
 - A) The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum.

- B) Employees working shifts comprised of less than 7.5 hours shall be granted a paid rest period.
- C) No RPT – Category A Employee will be scheduled solely on tours which are comprised of less than 7.5 hours in any pay period, except where such arrangements are requested by the Employee.

RPT – Category B Employees will not be scheduled to work shifts of less than 7.5 hours without their written consent.
- D) Employees working tours comprised of less than 7.5 hours, shall not be scheduled to work more than five (5) consecutive tours.
- E) There shall be an equitable distribution of tours of less than 7.5 hours among the part-time Employees in each unit.

F-12 Part-time Nurses Hired for Weekend Work

- (a) The Hospital agrees to the implementation of the "Weekend Program" for part-time Nurses whereby regular part-time Nurses requesting to be in the program are scheduled to work only weekends.
- (b) Regular part-time Nurses working the Weekend Program shall not receive weekends off as per Article F-2(a) and as such will not receive premium pay as per Article F-2(c).
- (c) Any request made by a Nurse working the Weekend Program for a weekend off because of a special personal circumstance will be considered and, if possible, recognized by the Hospital if such request is made not less than two (2) weeks prior to the posting of a work schedule.
- (d) Regular part-time Nurses working the Weekend Program will not normally work Monday to Friday but may do so if they indicate that they are available for such work and if all available shifts have been offered to regular part-time Nurses first.

F-13 The rest periods provided for in Article 13.01(b) of the central portion of the Collective Agreement will be scheduled during each half (½) tour of duty unless otherwise agreed to by the Nurse.

F-14 The Hospital will endeavour to replace any Nurse off on LTD, WSIB, or LOA with a Nurse or Nurses of the same classification as soon as possible.

F-15 Where a Nurse is selected to serve on a jury and does actually serve on a jury, her work schedule shall be converted to a Monday through Friday day tour basis with potential weekends off, beginning with the first day of the trial and continuing up to the conclusion of the completion of the trial, or upon the trial being recessed, the Nurse shall be returned to that point on her former schedule that is considered appropriate by the Hospital.

F-16 Pursuant to Article 10.07 (d), a full-time Nurse may make written request to be considered for temporary full-time vacancies by advising the Hospital and completing a Temporary Full-time Vacancy Request Form indicating her/his name, qualifications, experience, present area of assignment, seniority and requested area of temporary assignment. A Temporary Full-time Vacancy Request Form shall become active as of the date it is received by the Hospital and shall remain in effect until December 31st following. Such requests will be considered as application for temporary full-time vacancies of one (1) year duration or greater.

The temporary full-time vacancy created by a successful full-time applicant need not be filled by a full-time Nurse.

F-17 Where the parties agree that an error has been made under Article F-11 for the distribution of shifts for part-time Nurses, or where an error is made for the call-in process for the allocation of additional tours to part-time and/or full-time Nurses, the parties agree the error will be remedied as follows:

- (a) The affected Nurse will be offered a shift as an extra to be worked at a time mutually agreed to by the Nurse and her/his Manager.
- (b) The extra shift will be paid at the rate of pay which the Nurse would have received had the offer been made according to the Collective Agreement.
- (c) The Nurse working the extra shift will not be counted in the minimum staffing for the unit and will work as an extra staff member for the scheduled shift.
- (d) The 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.

F-18 Each unit will have a designated "Float Book" to be used when a nurse on a unit is to be reassigned to another unit, for a partial or single shift, to assist with patient care needs. Such reassignment is to be done on a rotational basis based on an integrated list of full-time and regular part-time nurses on the unit. For the purposes of this clause, partial shift shall be defined as having a length of four (4) hours minimum.

ARTICLE G – PAID HOLIDAYS

G-1 Recognized paid holidays shall be as follows:

New Year's Day (to be observed on January 1st)
 Family Day (3rd Monday in February)
 Good Friday
 Victoria Day
 2nd Monday in June
 Canada Day (to be observed on July 1st)
 Civic Holiday
 Labour Day
 Thanksgiving Day
 Remembrance Day (to be observed on November 11th)
 Christmas Day (to be observed on December 25th)
 Boxing Day (to be observed on December 26th).

- G-2 (a) Where a Nurse is entitled to a lieu day under Article 15.06 (Central Agreement), such day off must be taken within the period thirty (30) days before or sixty (60) days after the paid holiday or payment shall be made in accordance with Article 15.03 (Central Agreement). Exceptions may be considered as long as the accumulation of lieu days does not exceed three (3).
- (b) For the purpose of Holiday pay entitlement only and for no other purpose, it is agreed that Holiday pay premium shall apply to all hours worked from 2300 hours on the day preceding a paid holiday and ends at 2300 hours on the paid holiday.

G-3 Christmas or New Year's Off

Every effort will be made by the Hospital to post notices with respect to time off at Christmas Day and New Year's Day as far in advance as possible.

All Nurses shall be entitled to take at least five (5) consecutive days off at either Christmas or New Year's. The Hospital shall schedule the time off at Christmas to include December 24th, 25th, and 26th. The time off at New Year's shall include December 31st and January 1st.

Time off at Christmas and New Year's will alternate from year to year. Exchanges made between Nurses will not be considered in the scheduling of Christmas and New Year's in the following year.

If a Nurse elects to transfers to another unit, she will be assigned Christmas or New Year's off on the basis of availability.

On units where staffing permits some Nurses to be off both Christmas and New Year's, the scheduling of both holidays off shall be offered according to seniority among all full-time and regular part-time Nurses on that unit. It is understood and agreed that full-time and regular part-time seniority will be integrated on the unit for this purpose.

Where unit schedules can accommodate additional time off for nurses over the identified Christmas and New Year's periods, the additional time off will be scheduled equitably among the full-time and regular part-time nurses in the unit.

Where the Christmas/New Year's schedule is posted, the Hospital will also post a listing of the previous year's Christmas/New Year's assignment (not including any switches) for all of the Nurses on the schedule. The Hospital will keep a record of the scheduled vs. traded time off for one (1) year for the purpose of clarification.

Where the Hospital offers Approved Absent Days on December 24th, 25th, 26th, 31st, and January 1st on any unit, the Hospital will do so on the basis of seniority. It is understood that full-time and regular part-time seniority will be integrated for this purpose.

- G-4 In each year, the Hospital shall schedule, with respect to each Nurse, at least two paid holidays in conjunction with the Nurse's weekends off, exclusive of New Year's, Christmas, and Boxing Day.

- G-5 (a) Staff normally scheduled to work Monday to Friday are to be scheduled off every paid holiday and are not subject to the provisions of Article G-4.
- (b) Notwithstanding Article G-3 above, staff who are working in units or positions that are scheduled to work Monday to Friday may have their five (5) consecutive days off at Christmas or New Year's split between the two (2) holidays. A nurse may request to have her five (5) days off scheduled consecutively at one of the holidays and such requests will not be unreasonably denied.
- G-6 Scheduling regulations F-2 (a), (b), (c), F-6 and F-7 (d), (e) will only be waived during the 28-day period from mid-December to mid-January in order to schedule a nurse at least five (5) consecutive days off over Christmas or New Year's. Exact dates to be established annually at an ONA/Management Meeting prior to posting the Christmas schedule. Extended Tour Nurses see Articles M-6 and M-8 (d).

Where it is determined on a unit that additional Nurses may have time off during the established twenty-eight (28) day period, regardless of when that determination is made prior to the Christmas/ New Year's period, the Unit Managers will offer vacation time, lieu time, or statutory holiday time off prior to offering or approving any unpaid absent time off. Any vacation time off will be granted as per Article H-2 (a) and H-3.

ARTICLE H – VACATION (EARNED LEAVE)

- H-1 (a) The vacation year shall be from May 1st of one year to April 30th of the next year.
- (b) i) Vacation entitlement shall be calculated for all full-time and regular part-time Nurses based on length of service as of April 30th of each year.
- ii) Prior to leaving on vacation, a Nurse shall be notified of the date and tour of duty to which she is to report for work following vacation.
- (c) All Regular Part-time Nurses shall be entitled to unpaid vacation time off equivalent to the vacation entitlement of full-time Nurses based on equivalent years of service, calculated pursuant to the formula set out in Article 16.03 of the Central Agreement.
- Part-time Nurses will receive their vacation pay by separate deposit on June 1st in each calendar year.
- No part-time Nurse will be forced to take unpaid vacation time off.
- (d) Full-time Nurses entitled to supplementary vacation pursuant to Article 16.01(f) of the Central Collective Agreement will request such vacation as per Article H-2. Unused supplementary vacation will be carried over to the following vacation year(s).

Part-time Nurses entitled to supplementary vacation pursuant to Article 16.06 of the Central Collective Agreement will request such vacation as

per Article H-2. Unused supplementary vacation will be carried over to the following vacation year(s). The additional 2% vacation pay will be paid out within one (1) month of earning the supplementary vacation.

- H-2
- (a)
 - i) Insofar as it is practical to do so, having regard to the necessity of maintaining the efficient operation of the Hospital, Nurses shall be granted vacation periods requested in accordance with their seniority.
 - ii) In the event the seniority of two or more Nurses is identical and if the vacation period requested by two or more of them results in a conflict, their choice of vacation period shall be determined by lot.
 - (b) In the case of a Nurse who has scheduled vacation of five (5) days or more, the Hospital will schedule at least one (1) weekend off (Saturday and Sunday consecutive) either immediately prior to or following the vacation period.

Every effort will be made to schedule the Nurse's preference for which weekend is to be scheduled off. If staffing permits, the Hospital will schedule both weekends off.
 - (c) No more than three (3) weeks' vacation will be allotted any Nurse during the months of June, July, August, or September. Special requests shall be made in writing to the Manager and considered on an individual basis and shall not be unreasonably denied.
 - (d) No nurse will be required to work a single shift during any period of planned vacation, even if this requires an increase in the number of nurses off on vacation based on the unit quota to accommodate the requested time off.

H-3 Full-Time Nurses Only

The Hospital shall allow the utilization of single vacation days up to a maximum of ten (10) per year provided that the Nurse requests them in writing to the Manager at least two (2) weeks in advance of that schedule's start and provided they are scheduled at a mutually agreeable time. These days will not affect the unit's compliment for vacation schedules.

- H-4
- (a) Each unit will commence the vacation selection process for the following year by January 15th. Units will utilize the following method to allocate vacation entitlement:

- i) Posting a Vacation Schedule:

Units will post a tentative vacation schedule for a period of six (6) weeks. Each nurse will sign for their vacation request, starting January 15th of each year. Vacation selection will be granted based on seniority. A seniority list will be posted with the tentative vacation schedule.

It is agreed that if a nurse does not sign up for her requested vacation during the period of time which the tentative vacation schedule is posted, she will not be able to subsequently pre-empt

a vacation selection made on the schedule during the posting period.

If a nurse is off ill, on a vacation or LOA for the time period which the vacation schedule is posted, the nurse shall leave her vacation request in order of preference with the Unit Manager before commencing time off.

Nurses can only request vacation and sign on the unit to which they are regularly assigned.

This posting process should be completed by February 26th of each year.

Any entitlement not recorded on the tentative vacation schedule can be requested in the request book.

The finalized and approved vacation schedule will be posted no later than April 15th. Vacations requested for the month of May will be approved by March 15th.

- (b) Vacations, once approved, may only be changed by mutual consent of the involved parties or to available openings. Such requests shall not be unreasonably denied.
 - (c) Vacation quotas by unit will not be unduly restrictive. Vacations may be taken at any time of the year. Vacation requests shall not be unreasonably denied.
- H-5
- (a) In the event that a Nurse is transferred at her request to another unit after the vacation schedule has been posted, the Hospital shall endeavour to grant her vacation as scheduled. However, the Hospital shall not be required to alter vacations already scheduled on that nursing unit.
 - (b) The Hospital will endeavour to grant approved vacation for a Nurse if transferred from one unit to another resulting from a reduction of service or layoff.
- H-6
- With respect to vacation not requested in accordance with Article H-4, requests for vacation must be submitted in writing six (6) weeks prior to vacation dates. Date of request and not seniority shall govern for Nurses. If requests for the same period are received by the person responsible for scheduling on the same date, seniority will govern for Nurses.
- H-7
- Casual Nurses will be paid their appropriate percentage of vacation pay on each cheque.
- H-8
- No Nurse will be required to take vacation during any period of "planned" reduction of service in any unit or department.
- H-9
- If a Nurse terminated her services or if for any reason she will not be taking her posted vacation, this vacation time will be posted for one (1) week as being available and will be granted to the Nurse having the highest seniority within the unit provided she submits her request in writing during the one (1) week posting period.

ARTICLE I – GENERAL

- I-1 Nurses who have sick leave credits to their standing will be notified by March 31st each year of their remaining sick leave credits.
- I-2 (a) Nurses absent for any reason will endeavour to notify the unit/program at least three (3) hours prior to commencement of the day shift and six (6) hours prior to the commencement of the afternoon and night tours to afford an opportunity to obtain a replacement.
- (b) With the exception of the Occupational Health Nurse and Occupational Health Physician, the Hospital shall not contact any Nurse's physician without expressly getting agreement in writing from the Nurse.
- I-3 A Representative from Human Resources will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury or when the Hospital sends an LTD application to the nurse.
- I-4 **No Other Written or Verbal Agreement**
- No Nurse shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.
- I-5 Malpractice and Professional Liability Insurance – The Hospital agrees to provide malpractice and professional liability insurance to cover the Nurse in the event of any legal action brought against such Nurse in the course of her duties during her employment with the Hospital.
- I-6 The Hospital will agree to provide adequate parking facilities for the afternoon shift.
- I-7 The parties agree that any unsuccessful candidate for a ONA job posting will be notified, in writing, within one (1) week of the decision being made.
- The parties further agree that the above notification will be copied to the ONA Bargaining Unit President.

ARTICLE J – HEALTH AND SAFETY

- J-1 The Employer agrees to recognize up to two (2) from the Western Campus and one (1) from the Metropolitan Campus as Association Health and Safety Representatives and supply to the Representative of the Employee a copy of the Workplace Safety & Insurance Board Form 7 (Employer's Report of Accidental Injury or Industrial Disease), or the Employer's own form containing the same information, pertaining to any member of the Association.
- J-2 **Early and Safe Return to Work**
- The Hospital and the Union are committed to a consistent and fair approach to meeting the needs of disabled workers, to restoring them to work which is meaningful for them and valuable to the Hospital, and to meeting or exceeding the parties' responsibilities under the law.

To that end, the Hospital and the Union agree to cooperate in facilitating the return to work of disabled Employees.

Prior to return to work a Nurse will provide the Employee Health Nurse with medical verification of her ability to return to work including information regarding any restrictions the Nurse may have that require accommodation in order to safely return to work. Upon receipt of the above noted medical verification, or at the request of either party, the Hospital, Union and the Employee will meet to discuss the nurse's potential return to work. Such discussion may transpire via teleconference at the agreement of all the parties. The affected Nurse may request the presence of the Bargaining Union President or designate, or the Labour Relations Officer to participate in the RTW discussion, however the ability of these additional representatives will not delay such RTW meeting. Following the RTW meeting, a copy of the workplace modification form will be provided to the employee, the Bargaining Unit President and the Union's return to work representative.

Should the Nurse experience increased discomfort, the modified work will be adjusted or discontinued so as not to harm the Nurse. This decision will be made by the Hospital in conjunction with the Nurse and the Union's return to work representative, or her Designate.

The parties shall decide what the follow up schedule will be to monitor the progress of the Nurse with each plan. Regularly scheduled follow up meetings shall be conducted.

Responsibilities

(a) Employee:

- assist in the determination of the essential duties of the pre accident job;
- determine the essential duties of the pre-injury job;
- participate in the ESRTW program;
- active involvement in the development of an individual ESRTW plan;
- maintain contact with the parties before and after the development and implementation of ESRTW plan;
- report any problems with the modified job to the Union's Return to Work representative and Employee Health.

(b) Union Representative:

- assist in the determination of the essential duties of the pre accident job;
- determine the essential duties of the pre-injury job;
- assist in the placement of the worker into suitable and safe work in conjunction with the program goals;
- assist in the development of accommodation plans;
- review progress of ESRTW participants;
- ensure that any accommodation suggestions do not pose a health and safety risk to the worker or any other bargaining unit Employee and are in accordance with the Collective Agreement;
- review accommodations to assist in the development of new prevention strategies;

(c) Employee Health Department:

- assist in the determination of the essential duties of the pre-accident job;
- determine the essential duties of the pre-injury job;
- assist in the placement of the worker into suitable and safe work in conjunction with the program goals;
- assist in the development of accommodation plans;
- review progress of ESRTW participants;
- ensure that any accommodation suggestion do not pose a health and safety risk to the worker or any other employee;
- review accommodations to develop new prevention strategies;
- to ensure that any accommodation is in accordance with the Collective Agreement;
- to assist in interpreting medical documents pertaining to the worker's functional abilities;
- to ensure that any proposed accommodation will not aggravate or prolong the worker's illness or injury;
- to ensure the accommodation has a rehabilitative value.

(d) Manager from Employee's department:

- assist in the determination of the essential duties of the pre-accident job;
- be flexible in providing ESRTW alternatives;
- co-operate in any approved accommodation
- ensure the work performed is consistent with the accommodation agreed to;
- monitor the work performance in order to prevent a re-injury or aggravation;

J-3

(a) When a position or positions in the Bargaining Unit which may be appropriate for Modified Work become available for posting by the Hospital, the Hospital shall withhold such posting(s) until: the Union has been notified and has had an opportunity to review the suitability of Employees requiring permanent modified work to fill the position(s).

(b) Where the Union and the Hospital agree that the new position can be filled by an Employee requiring permanent modified work, the Union will make the necessary arrangements to waive the relevant job posting provisions of the Collective Agreement and the Hospital will award the position to the Employee without posting.

J-4

(a) The Hospital, with the Nurse's consent, will inform the Association within three (3) days of any Nurse who has been assaulted while performing her work.

(b) Such information shall be submitted in writing to the Association as soon as possible.

(c) The Hospital will consider a request for reimbursement for damages incurred to the Nurse's personal property.

J-5 The hospital in consultation with the joint health and safety committee shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices, equipment and training for the health and safety of members covered by the ONA collective agreement.

The joint health and safety committee will review compliance with musculoskeletal prevention and control measures, procedures, practices, equipment and training during their physical inspection of the workplace.

The joint health and safety committee will inspect an area that has frequent repetitive strain injuries as frequently as recommended by the joint health and safety committee, to review compliance with musculoskeletal prevention and control measures, procedures, practices, equipment and training.

J-6 The parties recognize the potential risks to employees of exposure to blood borne pathogens and agree that through the Joint Health and Safety Committee they will work towards the implementation of measures designed to reduce risk to employees from needlestick/sharps incidents.

J-7 The Hospital and the Union agree that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace.

All incidents involving aggression or violence to registered nurses shall be brought to the attention of the Bargaining Unit President.

Counselling shall be made available for registered nurses who have suffered as a result of violence.

ARTICLE K – UNIFORMS

K-1 Any uniform, clothing or personal articles used by any Nurse in the regular performance of her duties which are damaged in the course of her duties other than through her carelessness, shall be repaired, cleaned or replaced by the Hospital.

ARTICLE L – METHOD OF PAY

L-1 Nurses may, upon giving notice to their Department Head on or before the tenth (10th) of the month preceding, receive their vacation pay prior to taking their annual vacation.

L-2 PAY DAYS – The regular pay days for Employees covered by this Agreement shall be every second Thursday during the term hereof, on which day they will be paid their respective wage entitlement, calculated to and including the previous Friday.

L-3 If the Nurse lets her/his Manager know that they are short four (4) hours or more on the Friday immediately after a pay day by 0900 they will be paid on the interim pay that afternoon.

If despite the Nurse's best efforts she discovers after 0900 Friday that she is short seven point five (7.5) or more regular hours pay, a manual cheque will be

issued as early as possible in the following week. Notice of said deficiency must be given to the Manager.

ARTICLE M – EXTENDED TOURS

- M-1 (a) Extended tours shall be introduced into any unit when:
- i) sixty-six and two-thirds (66⅔%) of the Nurses in the unit who vote so indicate by secret ballot, and
 - ii) the Hospital agrees to implement the extended tours, such agreement shall not be withheld in an unreasonable or arbitrary manner.
 - iii) There shall be a trial period of six (6) months followed by a re-vote at the end of that period to ensure sixty-six and two-thirds percent (66⅔%) continuing support.
 - iv) Where a unit has had an unsuccessful vote under i) above, another vote to introduce extended tours will not take place for a minimum of six (6) months from the date of the original vote.
- (b) Extended tours may be discontinued in any unit when,
- i) sixty-six and two-thirds (66⅔%) of the Nurses in the unit who vote so indicate by secret ballot, or
 - ii) the Hospital serves notice of its desire to discontinue extended tours 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 (2) above,
- i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuance in an attempt to resolve identified problems, and
 - ii) where it is determined that the extended tours are to be discontinued, affected Nurses shall be given sixty (60) days' notice before the schedules are so amended.
- M-2 (a) i) The hours of work for Extended Tour Nurses shall be averaged over a specified period to meet the needs of the scheduling requirements of each unit (i.e., 225 hours in a 6-week period). Such averaging shall be agreed upon between the Hospital and the Association.

- ii) Where the hours of work for Extended Tour Nurses are averaged over a six (6) week period, one (1) additional extended tour off without pay will be scheduled during the six (6) week period for each full-time Nurse.
- iii) Where the hours of work for Extended Tour Nurses are averaged over a twelve (12) week period, two (2) additional extended tours off without pay will be scheduled during the twelve (12) week period for each full-time Nurse.
- iv) The scheduling of the additional day(s) off on a master rotation may be adjusted during the Christmas/New Year's period to the week before or week after the holiday period.
- v) Where a full-time nurse wishes to request her or his additional day(s) off on a specific day she or he will submit such request in writing to her or his manager.
- vi) Part-time nurses filling temporary full-time vacancies will be scheduled an additional extended tour off without pay during each six (6) or twelve (12) week period, whichever is applicable to the averaging of hours on the unit.

(b) The parties agree that the day shift shall become the first shift of the day.

M-3

A full-time Nurse shall not be scheduled to work more than three (3) consecutive extended tours. Premium pay will be paid for all hours worked on a fourth (4th) scheduled tour and all subsequent scheduled tours until a day off is received except where:

- (a) Such days are worked by the Nurse to satisfy specific days off requested by such Nurse.
- (b) Such days are worked as the result of an exchange of shifts with another Nurse.

For clarity, this provision does not apply to any non pre-scheduled extra shifts the full-time Nurse may agree to work.

Notwithstanding the above, no Nurse will be permitted to work more than five (5) extended tours in a row without a day off.

M-4

- (a) It is understood and agreed that all full-time and regular part-time Nurses working on an extended tour unit will be required to make themselves available for work every other weekend.

The Hospital will schedule each Nurse one (1) weekend off in two (2).

- (b) Full-Time Nurses Only

Full-time Nurses will receive premium pay, as outlined in the Collective Agreement, for all hours worked on a second consecutive and subsequent weekend, 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 weekend work; or
- iii) such weekend is worked as a result of an exchange of shifts with another Nurse.

(c) Part-Time Nurses Only

- i) Part-time Nurses will receive premium pay for all hours worked on a scheduled second consecutive and all subsequent consecutive weekends until a weekend off is received, save and except where:
 - A) such weekend has been worked by the Nurse to satisfy specific days off requested by such Nurse; or
 - B) such Nurse has requested weekend work; or
 - C) such weekend is scheduled/worked as a result of an exchange of shifts with another Nurse.
- ii) Where a part-time Nurse is called in to work a tour(s) on a scheduled weekend off she/he will be paid premium pay for all hours worked on the tour(s). The Nurse will not receive premium pay for the subsequent scheduled weekend worked. This provision is only applicable to part-time Nurses scheduled to work every second (2nd) weekend.

M-5 Requests for changes in posted time schedules must be submitted in writing on a standard form and co-signed by the Nurse willing to exchange schedules off or tours of duty. Replies denying such requests will be in writing. Requests for change in the posted schedules shall not be unreasonably withheld.

M-6 The scheduling requirements provided in this Article, will only be waived during the period between mid-December and early January [28 days in duration – exact dates to be established annually at an O.N.A./ Management meeting prior to positing the Christmas schedule] in order to schedule a nurse at least three (3) extended tours off in conjunction with either Christmas or New Year's Day. The provision of this sub-article shall not apply to any Nurse who is not required to work on either Christmas or New Year's Day.

Where individual Nurses on extended tour units wish to convert their schedule to an eight (8) hour rotation for Christmas Day (December 25th) and/or New Year's Day (January 1st), they are to submit their request, in writing, to their Unit Manager no later than October 1st of each year.

Where unit schedules can accommodate additional time off for nurses over the identified Christmas and New Year's periods, the additional time off will be scheduled equitably among the full-time and regular part-time nurses in the unit.

Where it is determined on a unit that additional Nurses may have time off during the established twenty-eight (28) day period, regardless of when that determination is made prior to the Christmas/ New Year's period, the Unit Managers will offer vacation time, lieu time, or statutory holiday time off prior to

offering or approving any unpaid absent time off. Any vacation time off will be granted as per Article H-2 (a) and H-3.

M-7 Requests for paid holidays and vacation days should be submitted in writing to the Manager no less than thirty (30) days in advance, whenever possible, to allow adequate notice for scheduling of part-time staff.

M-8 Part-Time Nurses Scheduling Provision

- (a) The maximum number of scheduled consecutive extended tours will be three (3). Premium pay will be paid for all hours worked on a fourth (4th) scheduled tour and all subsequent scheduled tours until a day off is received. For clarity, this provision does not apply to any non pre-scheduled extra shifts the part-time Nurse may agree to work.
- (b) Tours of duty will be posted at least two (2) weeks in advance and the schedule shall cover not less than a four (4) week period.
- (c) Requests for change in posted time schedules must be submitted in writing at least two (2) weeks in advance of posting.
- (d) The scheduling requirements provided in this Article, will only be waived during the period between mid-December and early January [28 days in duration – exact dates to be established annually at an O.N.A. / Management meeting prior to posting the Christmas schedule] in order to schedule a nurse at least three (3) extended tours off in connection with either Christmas Day or New Year's Day. The provision of this sub-article shall not apply to any Nurse who is not required to work on either Christmas or New Year's Day.

Where unit schedules can accommodate additional time off for nurses over the identified Christmas and New Year's periods, the additional time off will be scheduled equitably among the full-time and regular part-time nurses in the unit.

Where it is determined on a unit that additional Nurses may have time off during the established twenty-eight (28) day period, regardless of when that determination is made prior to the Christmas/ New Year's period, the Unit Managers will offer vacation time, lieu time, or statutory holiday time off prior to offering or approving any unpaid absent time off. Any vacation time off will be granted as per Article H-2 (a) and H-3.

M-9 It is understood that for scheduling purposes, a weekend consists of fifty-six (56) consecutive hours of work during the period following the completion of the Friday day Shift until the commencement of the Monday day shift.

M-10 Breaks on extended tours:

The first thirty (30) minutes of breaks shall be paid. The next forty-five (45) minutes of breaks in total shall be unpaid. The last fifteen (15) minutes of breaks in total during the shift shall be paid.

M-11 A Nurse who normally rotates on two (2) or three (3) tours shall not be scheduled to work more than two (2) consecutive weeks on any tour without her written consent or request.

A Nurse will not be scheduled to work on two (2) different tour rotations in a consecutive two (2) week period unless otherwise mutually agreed by the Hospital and the Employee concerned.

- M-12 Seven (7) days off will be scheduled in each two (2) week pay period for each full-time Nurse. A minimum 48 hours will be scheduled off after working two (2) or more consecutive tours except by request of or agreement by the Nurse.
- M-13 There shall be a period of not less than twelve (12) hours off between tours of duty. When the Nurse has been working a night rotation, there shall be forty-eight (48) consecutive hours off when changing to another tour. Where the Hospital schedules less than the required number of hours off, the Nurse shall receive premium pay for the next scheduled shift. The forty-eight (48) hour time off when changing from a night rotation to another tour may be waived if agreed in writing between the Nurse and the Hospital. Where a regular part-time nurse accepts a call-in shift with less than forty-eight (48) hours off following a night rotation, premium pay under this provision will not apply.
- M-14 All provisions in this Appendix 5 of Local Issues will apply to Nurses working extended tours unless expressly amended above.

ARTICLE N – LEAVES OF ABSENCE

N-1 Prepaid Leave Plan

There shall not be greater than thirteen (13) Nurses off at one time, with no more than one (1) individual Nurse off from any one (1) unit/program.

Individuals with a prior approved prepaid leave who elect to transfer to another unit cannot displace any individual in that unit who also has a previously approved prepaid leave in the same year.

N-2 Association Leave

In accordance with 11.02, leave for Association business shall be requested in writing fifteen (15) days in advance.

- N-3 (a) The Hospital will grant the Bargaining Unit President or her/his designate, if requested, up to three (3) eleven and one quarter (11.25) hour shifts or five (5) seven and one half (7.5) hour shifts paid leave of absence per pay period to attend to bargaining unit business. It is agreed that the parties will work together to schedule meetings that require the attendance of the Bargaining Unit President or her/his designate at mutually convenient times in light of the particular circumstances of the meeting.
- (b) The Hospital will grant the Grievance Officer and Occupational Health and Safety Representative, if requested, up to two (2) eleven and one quarter (11.25) hour shifts or three (3) seven and one half (7.5) hour shifts paid leave of absence per pay period with pay to attend to bargaining unit business. It is agreed that the parties will work together to schedule meetings that require the attendance of either the Occupational Health and Safety Representative or the Grievance Officer or her/his designate at mutually convenient times in light of the particular circumstances of the meeting.

- N-4 (a) The Hospital will hold meetings requiring the attendance of the Bargaining Unit President, Grievance Officer, or Designates during their regularly scheduled day shifts. Where this is not possible, the Hospital agrees to pay the Bargaining Unit President, Grievance Officer, and the Professional Responsibility Workload Representative or Designates, at their straight time hourly rate for attendance at such meetings. When required to attend meetings during his/her scheduled shift and the meeting is scheduled to last more than two (2) hours, the Hospital will adequately replace the Bargaining Unit President, Grievance Officer, or Designates, on his/her unit. The Hospital will make every effort to hold meetings requiring the attendance of the Occupational Health and Safety Representative during the leave of absence outlined in N-3. Where this is not possible, the Hospital agrees that the Occupational Health and Safety Representative will be included in this Article.
- (b) If the Bargaining Unit President, Grievance Officer, Occupational Health and Safety Representative, and the Professional Responsibility Workload Representative or Designates attend meetings on their scheduled days off they will receive pay at straight time or time in lieu, where requested, for hours spent in meetings. Such hours are invisible for the purposes of determining premium pay. Time in lieu shall be governed in accordance with Article F-8 of the collective agreement.

N-5 Local Co-ordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to Nurses elected to the position of Local Co-ordinator. Subject to six (6) weeks' 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.

ARTICLE O – JOB-SHARING

- O-1 Job-Sharing is defined as an arrangement whereby two (2) Nurses share the hours of what would otherwise be one (1) full-time position
- O-2 All Job-Sharing arrangements shall be voluntary for all participants.
- O-3 Job-Sharing requests with regard to full-time positions shall be made in writing to the Vice-President Employee Relations.
- O-4 Subject to Article 20.01 of the Central Hospital Collective Agreement, job-sharing requests with regard to full-time positions shall be considered on an individual basis.
- O-5 All Job-Sharers shall be treated as **REGULAR PART-TIME NURSES** and shall be covered by the provisions of the Central Collective Agreement unless expressly amended herein.
- O-6 (a) Total hours worked by the job-sharers shall equal one (1) full-time position. The normal division of the hours will be based on a 50/50 split of the full-time hours. The scheduling of hours of work shall be determined by mutual agreement between the two (2) Nurses and the Manager.

- (b) Job-sharers shall only be requested to work tours outside of the tours of the full-time position after all RPT Nurses on the unit have been scheduled and/or offered work pursuant to Article F-11 (c)(i) and (ii). Job-sharers will then be offered additional tours pursuant to Article F-11 (c)(iii)(B).

O-7 The above schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.

O-8 Each Job-Sharer may exchange shifts with her partner, as well as with other Nurses, as provided by the Collective Agreement.

O-9 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. Job sharers must share paid holidays equally and both job sharers must work the Christmas/New Years holiday designated for their full-time line, unless the job share partners agree otherwise. For clarity, job sharers are not required to work both Christmas and New Years in any calendar year.

O-10 Coverage

(a) 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 Manager will be notified and will be responsible to book coverage. Job-sharers are not required to cover for their partner in the case of prolonged or extended absences.

(b) For vacation, the job-sharing partner will provide the replacement, where possible, and where so provided, this position shall not form part of any unit vacation quota.

(c) Maternity Leave, and other leaves pursuant to Article 11 of the Collective Agreements:

In the event that one (1) member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the 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.

O-11 Implementation

(a) 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.

(b) An incumbent full-time Nurse willing 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.

If the incumbent full-time Nurse has been working a master rotation schedule, that master rotation shall not be changed due to the job-sharing arrangement.

- (c) 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. If the remaining Nurse in the shared position was originally a full-time Nurse, she/he will be returned to her/his former full-time status in the position. If the remaining Nurse in the shared position was originally a part-time Nurse, she/he will be returned to her/his regular part-time status and the position will be posted and filled in accordance with the Collective Agreement.
- (d) Each new job-sharing arrangement shall be subject to a six (6) month trial period.

O-12

(a) Discontinuation

Either party may discontinue the job-sharing arrangement with sixty (60) 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.

- (b) Where a job-sharing arrangement is discontinued under (a) above, the position must revert to a full-time position. The Nurses in the job-shared position will revert to their former status (full-time or regular part-time) on the unit where the job-shared position was scheduled. If both of the Nurses were previously regular part-time, the resultant full-time position must be posted and filled in accordance with the Collective Agreement. Any adjustments to the staffing levels on the affected unit will be dealt with under Articles 10.07 and 10.08 of the Collective Agreement.

ARTICLE P – TRAVEL

P-1 Where Nurses are required in the course of their patient care duties to commute between the Metropolitan and Western Campuses, they will be paid five dollars (\$5.00) round trip or reimbursed cab fare.

All other authorized travel will be paid at the rate of forty cents (\$0.40) per kilometre or per Corporate policy, whichever is greater.

P-2 Where, by the nature of her job, a Nurse is required by her insurance company to carry business automobile insurance, the Hospital will pay the difference between the personal (with driving to work) insurance premium and the business insurance premium to a maximum of two hundred dollars (\$200.00) per year upon presentation of evidence of the cost difference and that the Nurse is to be covered. Where the Hospital questions the necessity for this coverage, the Hospital may contact the Nurse's insurance company with the written consent of the Nurse, in order to verify the requirement.

ARTICLE Q – SPECIAL CIRCUMSTANCE SCHEDULE ARRANGEMENTS

Q-1 Any individual special circumstance schedule arrangement will be discussed and agreed to by the individual Employee, the Union bargaining agent, and the Employer Representative in accordance with Article 13.05 of the Central Hospital Agreement.

ARTICLE R – STAND-BY

- R-1 Scheduled stand-by assignments will be scheduled equitably among the full-time and regular part-time Nurses on the unit. Where Nurses work a permanent shift, it is recognized they may not be part of any stand-by scheduling.
- R-2 The call Nurse must be available at the Hospital within thirty (30) minutes of being called in.
- R-3 Stand-by assignments shall be posted at the same time as the Tours of Duty Schedules. Nurses shall be permitted to exchange their stand-by assignments provided approval is received from the Unit Manager or Designate.
- R-4 A Nurse voluntarily accepting the stand-by assignment from another Nurse will not be entitled to consecutive weekend premium pay in accordance with Article F-2.
- R-5 Stand-by schedules will not be re-assigned without consultation with the Employee whose schedule is being changed.
- R-6 (a) A full-time Employee will not be scheduled for stand-by on a scheduled day off or scheduled on a weekend off, unless mutually agreed between the Employee and the Hospital.
- (b) Part-time nurses will not be scheduled for stand-by except on days where they are already scheduled to work unless mutually agreed in writing between the employee and the Hospital. A copy of such agreement will be copied to the Bargaining Unit President.
- R-7 Nurses scheduled for stand-by shall be provided with beepers.
- R-8 The Hospital will make available the equivalent of one (1) private Hospital room for Nurses scheduled for stand-by.
- R-9 Where a Nurse has been called in from stand-by and works the hours after 2400 hours, such Nurse will not be required to work the day shift unless she or he does so by mutual agreement the Employee and the Hospital.
- R-10 Where the Employer wishes to introduce stand-by scheduling to any unit that is not currently doing stand-by assignments, they will provide no less than sixty (60) days' notice to the Union. The stand by scheduling will not be implemented until all issues related to the scheduling of stand-by on a new unit have been agreed to between the parties.

ARTICLE S – VOLUNTARY PART-TIME & RETIREE BENEFITS

- S-1 The Employer agrees to provide part-time Nurses with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17. It is understood and agreed that the part-time Nurses who participate will assume the monthly premiums.
- Any part-time Nurse who wishes to participate will provide payment of the benefits either through post-dated cheques, provided on a yearly basis, or through a pre-authorized withdrawal process.

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 part-time Nurses in January of each year, and each time the benefit costs are re-negotiated by the Employer.

- S-2 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 or through a pre-authorized withdrawal process.

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 January of each year, and each time the benefit costs are renegotiated by the Employer.

ARTICLE T – CLINICAL PRACTICE COORDINATORS

- T-1 The Hospital will ensure the Clinical Practice Coordinators will be scheduled a minimum of one thousand nine hundred and fifty (1,950) hours in a calendar year. A normal workweek shall consist of thirty-seven and one half (37.5) hours.

- T-2 While the parties recognize there is no assigned schedule for the Clinical Practice Coordinator he/she will usually work the hours of 0700 to 1500. The Clinical Practice Coordinator will self-schedule and due to the nature of the work there will be flexible scheduling of hours in accordance with his/her workload. The Clinical Practice Coordinator will adjust his/ her schedule to compensate for the variations in that load. Such flexible schedule will not result in premium pay under the scheduling provisions contained at Appendix 5 of the collective agreement.

- T-3 The Clinical Practice Coordinator who works in excess of 75 hours biweekly shall have the option of electing payment at the applicable premium rate. Hours worked in excess of seventy-five (75) hours biweekly may also be taken as time in lieu at the rate of time and one half, at a time mutually agreeable to the Clinical Practice Coordinator and his/her manager, as per Article 14.09 and F-8 of the Collective Agreement.

ARTICLE U – NURSE PRACTITIONER/RNEC (REGISTERED NURSE EXTENDED CLASS)

- U-1 The Hospital will ensure the Nurse Practitioner/RNEC will be scheduled a minimum of one thousand nine hundred and fifty (1,950) hours in a calendar year. A normal workweek shall consist of thirty-seven and one half (37.5) hours.

- U-2 While the parties recognize there is no assigned schedule for the Nurse Practitioner/RNEC he/she will usually work the hours of 0700 to 1500. The Nurse Practitioner/RNEC will self-schedule and due to the nature of the work there will be flexible scheduling of hours in accordance with his/her workload. The Nurse Practitioner/RNEC will adjust his/ her schedule to compensate for the variations in that load. Such flexible schedule will not result in premium pay

under the scheduling provisions contained at Appendix 5 of the collective agreement.

- U-3 The Nurse Practitioner/RNEC who works in excess of 75 hours biweekly shall have the option of electing payment at the applicable premium rate. Hours worked in excess of seventy-five (75) hours biweekly may also be taken as time in lieu at the rate of time and one half, at a time mutually agreeable to the Nurse Practitioner/RNEC and his/her manager, as per Article 14.09 and F-8 of the Collective Agreement.

ARTICLE V – RESOURCE POOL OF NURSES

- V-1 The parties hereby agree to the creation of a Resource Pool of Nurses that would be separate from the current Float Pool and would be based in various programs throughout the Hospital.
- V-2 The Resource Pool will function as a succession planning alternative for future vacancies to aid in the recruitment and retention of Nurses.
- V-3 The goals and functions of the Resource Pool are to:
- make available full-time employment;
 - provide staffing alternatives for long term sick time, vacation and pregnancy/parental leaves;
 - provide the flexibility to adjust staffing levels on training units during peak training time;
 - provide full-time opportunities for internal staff who desire specialty training and placement.
- V-4 The parties agree the following will apply with respect to the creation and staffing of the Resource Pool:
- (a) The Hospital will post all positions in the Resource Pool in accordance with Article 10.07 (a) of the Collective Agreement. The Hospital shall determine the actual number of full time positions required. All postings will clearly outline the educational opportunities for the positions based on the programs identified.
 - (b) Utilization of the Resource Pool will not have a negative impact on the scheduling of regular part-time Nurses on any unit. All provisions of Article F-11 for regular part-time will continue to apply for scheduled and additional tours.
 - (c) Temporary vacancies due to sick leave absences, vacation, leaves of absence and pregnancy/parental leaves may be filled from the Resource Pool prior to offering temporary assignments under Article 10.07 (d).

ARTICLE W – INNOVATIVE SCHEDULES

- W-1 Innovative schedules other than those currently provided for in this Appendix 5 of Local provisions and which fall under Article 13.03 of the central portion of the collective agreement will not be implemented on any unit prior to discussion with and the agreement of the Union. All parameters related to the introduction,

discontinuation, voting process, trial periods and scheduling will be agreed upon in writing.

ARTICLE X – ELECTRONIC GRIEVANCE FORMS

- X-1 The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).
- X-2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- X-3 Electronic grievances may be sent, via email, to the applicable manager and copied to Sharon Morris in Human Resources, or her designate.
- X-4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- X-5 The union undertakes to get a copy of the electronic version signed by the grievor.
- X-6 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

LETTER OF UNDERSTANDING

BETWEEN:

WINDSOR REGIONAL HOSPITAL
(Western Campus/Malden Park Continuing Care Centre/Metropolitan Campus)
(Hereinafter referred to as "the Hospital")

AND:

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


RE: MALDEN PARK CONTINUING CARE CENTRE

The following weekend provisions will apply to Regular Part-time Nurses working in the Malden Park Continuing Care Centre only:

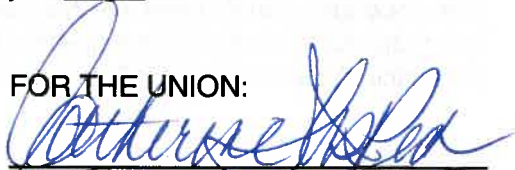
1. Regular Part-time Nurses will receive a minimum of two (2) weekends off in each four (4) week period.
2. The Hospital will endeavour to grant each Regular Part-time Nurse one (1) weekend off in two (2). The parties agree that this may not be possible during periods of scheduled vacation.
3. A Regular Part-time Nurse will receive premium pay for all hours worked on a third (3rd) consecutive weekend until a weekend off is received, save and except:
 - (a) such weekend has been worked by the Nurse to satisfy specific days off requested by the Nurse; or
 - (b) such Nurse has requested weekend work; or
 - (c) such weekend is worked as a result of an exchange of shifts with another Nurse.

DATED at Windsor, Ontario this 12th day of March, 2009.

FOR THE HOSPITAL:



FOR THE UNION:



 Labour Relations Officer

LETTER OF UNDERSTANDING

BETWEEN:

WINDSOR REGIONAL HOSPITAL
(Western Campus/Malden Park Continuing Care Centre/Metropolitan Campus)
(Hereinafter referred to as "the Hospital")

AND:

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

RE: DEFINITION OF AREA OF ASSIGNMENT – CANCER CLINIC

The parties agree to the following with regards to the definition of "area of assignment" in the Cancer Clinic:

1. Area of assignment is the area in which the Nurse normally works, which was awarded under the job posting provision of the Collective Agreement, be it clinics, radiation therapy, clinical trials, chemotherapy, breast screening or community liaison.
2. As needs arise due to patient load, clinic cancellation, illness, vacation, leaves of absence, etc... Nurses may be temporarily assigned to other areas of assignment.
3. It is recognized that within the clinic's area of assignment there are several disease sites and Nurses may be assigned to different disease sites.

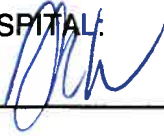
If a vacancy occurs under #1 above, then the posting provisions of the Collective Agreement shall apply.

Under #2 above, if at any time a Nurse is assigned to work on a temporary basis by the employer, they are required to do so.

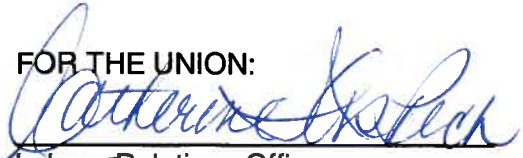
It is understood that under the Standard of Practice of the College of Nurses of Ontario, Nurses are required to notify the employer if they are unable to perform the work assigned and that the Collective Agreement identifies the provisions of orientation.

DATED at Windsor, Ontario this 12th day of March, 2009.

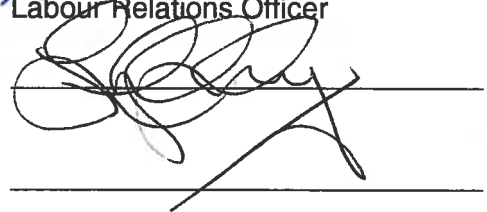
FOR THE HOSPITAL:



FOR THE UNION:



Labour Relations Officer



LETTER OF UNDERSTANDING

BETWEEN:

WINDSOR REGIONAL HOSPITAL
(Western Campus/Malden Park Continuing Care Centre/Metropolitan Campus)
(Hereinafter referred to as "the Hospital")

A N D:

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


RE: VACATION QUOTAS

Notwithstanding Articles H-4(c), the parties agree to utilize the following for the determination of vacation quotas during the term of the collective agreement:

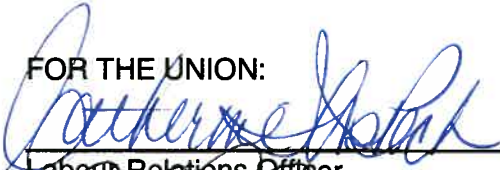
1. On units where vacation schedules are based on weeks of entitlement, a formula will be used to establish a consistent minimum vacation quota that will ensure that all of the nurses on the unit can utilize their vacation entitlement in the current vacation year.
2. On units where vacation schedules are based on hours or entitlement, a formula will be used to establish a consistent minimum vacation quota that will ensure that all of the nurses on the unit can utilize their vacation entitlement in the current vacation year.
3. On units that have a patient census with variances such that a consistent vacation quota cannot be established for the entire vacation year, the Unit Manager and the Bargaining Unit President will meet to establish the unit's vacation quotas prior to the vacation selection process commencing.


DATED at Windsor, Ontario this 12th day of March, 2009.

FOR THE HOSPITAL:



FOR THE UNION:



 Labour Relations Officer


APPENDIX A**PROCESS/PROCEDURES FOR
STAFF REDUCTIONS, LAYOFFS, AND DISPLACEMENTS
UNDER ARTICLE 10.07 AND 10.08 OF THE COLLECTIVE AGREEMENT**

The parties agree to the following process/procedures when dealing with all staff reductions/layoffs/displacements under the Collective Agreement:

1. (a) The Hospital will set up a meeting with the Union to provide no less than the required amount of notice identified in Article 10.07 of the central portion of the Collective Agreement.
 - (b) At the meeting, any and all information related to the staff reductions of the unit(s) will be provided to the Union pursuant to Article 10.07(e) of the Collective Agreement. In addition, the Hospital will provide the Union with the following:
 - The current unit staffing list in order of seniority.
 - The names of all Nurses on LOA's, WSIB, LTD, MLOA's, Sick Leave, etc.
 - An up-to-date listing – of all vacant FT and PT bargaining unit positions;
 - of all temporary FT and PT vacancies available;
 - of all probationary Nurses;
 - of all Nurses in temporary positions.
 - (c) It is agreed by the parties that at the time of the notice under (a) above, the seniority lists for both full-time and part-time Nurses will be updated and frozen to the date of the notice or the end of the previous pay period, such date to be set at the time of notice of the staff reductions. The revised seniority lists will be provided to the Union as well as to the units of the Hospital so that appropriate choices can be made by those Nurses affected by the unit changes.
2. (a) Prior to identifying the names of Nurses affected by the staff reductions on any unit(s), the Hospital will offer Nurses on the affected unit(s) the option of applying for early retirement and voluntary exit options available under the Windsor-Essex County Hospital Human Resource Plan dated May 5, 1995. Where Nurses accept options under the Plan, these vacancies will be applied to the total reductions on the unit(s).
 - (b) The parties agree that any and all LTD, WSIB, MLOA, or Sick Leave vacancies will not be filled on any unit where staff reductions are to take place. These positions will be used to minimize the reductions/displacements/layoffs on a unit until such time as the individual whose position is temporarily vacant returns to her/his position. At that time any further displacements will be identified and processed according to this document. This Agreement does not preclude the Hospital from filling temporary vacancies on units not experiencing staff reductions according to the terms of the Collective Agreement.
3. (a) At the meeting referenced under item 1 above, and after compliance with item 2 above, the parties will identify from the units' staff lists the names of the Nurses to be affected by the staff reduction. At this time a unit staff meeting will be set up as soon as possible with the Unit Manager and Union representation, to review the staff reductions.

(b) Once the unit staff meeting has been scheduled, the parties will set up the time frame to be utilized in dealing with the displacement process. Such time frame is to include the following:

- The exact date the letters will be given to all Nurses affected by the staff reductions of the unit(s).
- The date(s) of the meeting(s) to meet with the individual Nurses affected to identify their choices.
- The end date for completion of the displacement/layoff process.
- For those Nurses receiving a layoff notice, the date they can expect to receive their record of employment from the Hospital.
- Notwithstanding any of the time frames set out above, the whole process for the displacements/layoffs will not extend beyond a thirty (30) day time frame.

4. At the joint unit staff meeting, the unit staff will be provided with all of the information that has been provided to the Union and as well, will be informed of the following:

- That the staff reductions will be done on the basis of seniority.
- That each Nurse affected will be provided with a letter from the Human Resources Department identifying that they have entitlements under Article 10.08 (2)(b) of the Collective Agreement and Article 5 of the Windsor-Essex County Hospital Human Resource Plan dated May 5, 1995.
- That the letter provided to each Nurse will indicate that the Nurse is expected to familiarize herself/himself with the seniority list to identify which areas her/his seniority and qualifications (subject to Article 8.04 of the Collective Agreement and Article 7 of the Merger Agreement) will permit them to displace to.
- That the letter will also inform them that they will be contacted in the near future by the Human Resources Department to meet with a representative of Human Resources and the Union to review their entitlements and to identify their choice.
- It is to be made very clear to all Nurses at the staff meeting that their choice will be made at the meeting with the representative of Human Resources and the Union. Where a Nurse refuses to make any choice once her entitlements have been outlined to her/him, a choice will be made for her/him. Failure of a Nurse to make a choice will result in the Nurse being assigned to a permanent or temporary vacancy within their classification. Where no permanent or temporary vacancy exists within their classification, a displacement choice will be made for the Nurse. Failure of the Nurse to make a choice will not stall the displacement/layoff process.
- It will also be made very clear to all Nurses that once they have made their choice it will not be changed.
- Following the meeting with the Human Resources Representative and the Union Representative, the Nurse will receive a letter as soon as possible identifying the person she/he has displaced, the position she has displaced to, and the date she

will commence working in the new position. Where a Nurse has chosen a vacant position, or a temporary vacancy, the letter will identify the position, the date she/he will commence working in the new or temporary position, and the date the position will cease for any temporary vacancy.

5. All Nurses displaced in the "chain bumping" process will receive similar letters and information as identified in item 4 above.
6.
 - (a) The Hospital and the Union will formulate full-time and part-time displacement lists to be used during the layoff and displacement process. This list will show the names of the Nurses affected by the initial layoff notice and will list the Nurses according to their bargaining unit seniority.
 - (b) As Nurses are displaced through the "chain bumping" process, their names will be slotted into the list according to their seniority.
 - (c) At the completion of the displacement process, a finalized list will be provided to the Union identifying all Nurses by seniority who were affected by the displacement process, the position they displaced to, and the end date for any temporary positions, and any changes to a Nurse's status (full-time/part-time).
7. The displacement/layoff process will continue, working from the most senior Nurse on the list as it is revised per item 6 above, until all Nurses affected have met with the Hospital and the Union to make their choice and all displacements are completed.
8. The parties agree that all postings will continue according to the Collective Agreement subject only to Article 10.08(2)(c)(ii) and the following:
 - Where a new or vacant position, which would normally be posted under Article 10.06(a) of the Collective Agreement, becomes available on any unit which has suffered staff reductions and layoff/displacements as identified under Article 10.07 and 10.08, such new or vacant position is not required to be posted so long as the vacancy occurs within six (6) months of the layoff/displacement.
 - The vacant or new position is to be offered to the most senior Nurse displaced (full-time to full-time, regular part-time to regular part-time) from that unit. Where the Nurse chooses not to return to her/his former unit, it is then offered on the basis of seniority until all those Nurses displaced within the six (6) month time frame have had an opportunity to return to their former unit.
 - Nurses who decline the opportunity to return to their former units will not be offered any further opportunities to return to their former units within the six (6) month time frame.
 - All new or vacant positions outside the six (6) month time frame, and all new or vacant positions on units where staff reductions/displacements/layoffs have not occurred, are to be posted according to Article 10.06 (a).
9. Where circumstances occur which result in a positive change to the staffing reductions and/or displacements identified in items 1, 2, and 3 above, the following process will be followed:

- The Hospital will notify the Union of the changes to the initial information received and will provide the Union with a list of those Nurses who would no longer be in a displacement/layoff situation.
 - All Nurses affected by the change who have not yet moved to their new positions will have their notice of displacement/layoff rescinded. As well all Nurses affected by the "chain bumping" process of that Nurse's displacement will have their notice of layoff/displacement rescinded.
 - Nurses who have moved to their new position will be given the opportunity to return to their former unit pursuant to Article 10.08(2)(c)(ii) and item #8 above.
 - Where a Nurse who has been displaced declines the opportunity to return to her/his former unit, the Hospital will proceed to offer all Nurses displaced from that unit the opportunity to return to their former unit on the basis of seniority.
 - All lists generated under item 6 above will be amended to reflect the above changes.
10. The parties agree that any changes which occur in the process under item 9 above, will not result in any other displacement/layoff process changes except for those identified in item 9 above, unless those changes result in the recall of Nurses who have been laid off from any employment within the bargaining unit. The parties will not be required to redo those displacements, which have already been finalized and are not directly related to the changes identified in item 9 above.
11. The aforementioned process/procedures will be followed by both parties and are subject to change only with the negotiation and consent of both parties. Notwithstanding the above, this document will expire effective December 31, 1999 unless extended by the parties.

APPENDIX B**VARIATIONS TO NORMAL TOURS OF DUTY
PURSUANT TO ARTICLE F-4(A) OF THE COLLECTIVE AGREEMENT**

The parties agree that the following is a list of tours, which are a variation from the normal tours identified in Article F-4(a) and the standard extended tours of 0700 to 1900 and 1900 to 0700 hours:

<u>Unit (Campus)</u>	<u>Variation</u>
Medical Day Care	0800 – 1600 (Days)
Operating Room	0800 – 1600 (Days) 0900 – 1700 (Days)
PACU	0600 – 1400 (Days) 0630 – 1430 (Days) 0800 – 1600 (Days) 0900 – 1700 (Days) 0930 – 1730 (Days) 1000 – 1800 (Days)
Endoscopy	0800 – 1300 (Days) 0800 – 1600 (Days) 0900 – 1700 (Days)
Ambulatory Care	0630 – 1430 (Days) 0730 – 1530 (Days) 0800 – 1600 (Days) 0800 – 1200 (Days) 0800 – 1300 (Days) 1200 – 1600 (Days) 1300 – 1800 (Days) 0830 – 1330 (Days)
Cancer Centre	0730 – 1530 (Days) 0800 – 1600 (Days) 0830 – 1630 (Days) 0900 – 1700 (Days) 0930 – 1730 (Days) 1000 – 1800 (Days)
HIV Care	0900 – 1700 (Days) 1000 – 1800 (Days)
HIV Care – Anonymous Testing	0900 – 1700 (Days)
Emergency	1100 – 2300 (Evenings)
Women's Health Clinic	0800 – 1600 (Days)
Day Surgery	0600 – 1400 (Days) 0630 – 1430 (Days)

	0730 – 1530 (Days)
	0800 – 1600 (Days)
	0900 – 1700 (Days)
	1000 – 1800 (Days)
	1200 – 2000 (Evenings)
Education	0800 – 1600 (Days)
Geriatric Assessment Program	0800 – 1600 (Days) 0830 – 1630 (Days)
Community Psychogeriatrics (Mental Health Program for Older Adults)	0800 – 1600 (Days) 0830 – 1630 (Days)
Health Office	0800 – 1600 (Days)
Family Birthing Centre	1100 – 2300 (Evenings)
Adult Day Care	0830 – 1630 (Days)
Pediatrics (Outpatient)	0600 – 1400 (Days) 0730 – 1530 (Days) 0800 – 1600 (Days) 1200 – 2000 (Evenings)
Ontario Breast Screening	0830 – 1630 (Days) 1100 – 1900 (Evenings)