

**LOCAL APENDICES TO THE  
COLLECTIVE AGREEMENT**

Between:

**HOTEL-DIEU GRACE HEALTHCARE**  
(hereinafter referred to as "the Hospital")

And:

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

Expiry: June 7, 2021

**APPENDIX OF LOCAL PROVISIONS**

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**APPENDIX 3****SALARY SCHEDULES**

Effective April 1, 2019	Registered Nurse	Nurse Practitioner / Registered Nurse Extended Class	Clinical Practice Coordinator/Clinical Resource Nurse/Advanced Practice Nurse	Utilization Resource Nurse/Charge Nurse
Start	33.23	50.01	35.71	35.35
1 Year	33.39	51.17	35.94	35.47
2 Years	33.94	51.91	36.53	36.04
3 Years	35.62	54.31	38.40	37.70
4 Years	37.30	56.81	40.20	39.40
5 Years	39.40	59.48	42.55	41.50
6 Years	41.52	59.50	44.82	43.60
7 Years	43.64	59.54	47.15	45.82
8 Years	46.75	59.59	50.48	49.07
25 Years	47.57	60.54	51.36	49.96

Effective April 1, 2020	Registered Nurse	Nurse Practitioner / Registered Nurse Extended Class	Clinical Practice Coordinator/Clinical Resource Nurse/Advanced Practice Nurse	Utilization Resource Nurse/Charge Nurse
Start	\$33.56	\$50.51	\$36.07	\$35.70
1 Year	\$33.72	\$51.68	\$36.30	\$35.82
2 Years	\$34.28	\$52.43	\$36.90	\$36.40
3 Years	\$35.98	\$54.85	\$38.78	\$38.08

4 Years	\$37.67	\$57.38	\$40.60	\$39.79
5 Years	\$39.79	\$60.07	\$42.98	\$41.92
6 Years	\$41.94	\$60.10	\$45.27	\$44.04
7 Years	\$44.08	\$60.14	\$47.62	\$46.28
8 Years	\$47.22	\$60.19	\$50.98	\$49.56
25 Years	\$48.05	\$61.15	\$51.87	\$50.46

Effective April 1, 2021	Registered Nurse	Nurse Practitioner / Registered Nurse Extended Class	Clinical Practice Coordinator/Clinical Resource Nurse/Advanced Practice Nurse	Utilization Resource Nurse/Charge Nurse
Start	\$33.90	\$51.02	\$36.43	\$36.06
1 Year	\$34.06	\$52.20	\$36.66	\$36.18
2 Years	\$34.62	\$52.95	\$37.27	\$36.76
3 Years	\$36.34	\$55.40	\$39.17	\$38.46
4 Years	\$38.05	\$57.95	\$41.01	\$40.19
5 Years	\$40.19	\$60.67	\$43.41	\$42.34
6 Years	\$42.36	\$60.70	\$45.72	\$44.48
7 Years	\$44.52	\$60.74	\$48.10	\$46.74
8 Years	\$47.69	\$60.79	\$51.49	\$50.06
25 Years	\$48.53	\$61.76	\$52.39	\$50.96

<b><u>PERCENTAGE DIFFERENTIAL WITH REG. N. RATES</u></b>			
	<b>Nurse Practitioner/Extended Class</b>	<b>Clinical Practice Coordinator / Clinical Resource Nurse/Advanced Practice Nurses</b>	<b>Utilization Resource Nurse/ Charge Nurse</b>
Start	1.4809	1.0695	1.05
1 Year	1.4992	1.0699	1.05
2 Years	1.4987	1.0704	1.05
3 Years	1.5011	1.0694	1.05
4 Years	1.5064	1.0700	1.05
5 Years	1.4303	1.0701	1.05
6 Years	1.3617	1.0699	1.05
7 Years	1.2728	1.0699	1.05
8 Years	1.2726	1.0699	1.05

**NOTES:**

1. The position of Head Nurse is in the bargaining unit. There are presently no nurses in the position of Head Nurse. The differential between the RN rate and the Head Nurse rate of pay as at March 31, 1991 was 1.088.
2. The position of Assistant Head Nurse is in the bargaining unit. There are presently no nurses in the position of Assistant Head Nurse. The differential between the RN rate and the Assistant Head Nurse rate of pay as at January 15, 2014 was 1.032.
3. The positions of Registered Nurse First Assist (RNFA) and Expanded Role Nurse are positions within the bargaining unit. There are presently no nurses in these two (2) positions. The differential between the RN rate and the RNFA/Expanded Role Nurse rate of pay as of March 31, 2014 was 1.1574.
4. The positions of Diabetic Educator and Clinical Coordinator are positions in the bargaining unit. There are presently no nurses in these two (2) positions. The differential between the RN rate and the Diabetic Educator/Clinical Coordinator rate of pay as of March 31, 2014 was 1.07.



on the basis of her/his service. Upon a second or subsequent severance of employment only a full-time Nurse having at least four (4) years of continuous service with the Hospital within her/his last employment period shall be eligible for any further settlement of accumulated sick leave and in any such settlement deductions shall be made of any previous percentages so paid.

19.09

Schedule A4. Education Increments

The Hospital will pay the following educational increments when a Nurse is employed in a capacity in which she/he is required by the Hospital to have any of the following educational qualifications for the performance of her/his job:

- (i) Post Graduate Course in Nursing – \$15.00 per month.
- (ii) N.U.A. (Nursing Unit Administration) – \$15.00 per month.  
To be paid to Assistant Head Nurses only.
- (iii) One (1) year University Diploma or Certificate in Nursing – \$40.00 per month. To be paid to Assistant Head Nurses only.
- (iv) Bachelor of Science Degree in Nursing -\$80.00 per month.  
To be paid to Assistant Head Nurses only.  
Provided that a Nurse has any of the foregoing, qualifications must be submitted by the Nurse to the Hospital. The Nurses possessing more than one (1) of the foregoing qualifications shall only be entitled, subject to the foregoing, to the highest increment set forth above.

10.04

10.06: Seniority  
FLANNERY, MAUREEN

19.09

Schedule A  
FLANNERY, MAUREEN  
MAILLOUX, YVETTE

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**Transferred from  
Western Campus/Malden Park Continuing Care Centre  
FULL-TIME**

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12.02

19.02

The Unused portion of a Nurses' 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 Nurses' 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 Nurses' 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 Nurses' 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/CAN Administration Course<br>(Applicable to Head Nurse Only)   | \$15.00/month  |
| 2. | 3 Months or more Post Graduate of<br>Nursing Course (for Nurses hired on<br>Or after August 20, 1973, only if course<br>Utilized in performance of duties).                          | \$15.00/month  |
| 3. | 1 Year University Certificate in Nursing<br>Or for a 1 year University Diploma in<br>Nursing.  | \$40.00/month  |
| 4. | For a bachelor of Science in Nursing<br>Degree (New Graduate Nurses with<br>Bachelor of Science of Nursing with<br>No experience shall have such<br>Increment deferred for one year. | \$80.00/month  |
| 5. | For a Masters of Science in Nursing<br>Degree (for Head Nurses Only).  | \$120.00/month |

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**Transferred from  
Western Campus/Malden Park Continuing Care Centre  
PART-TIME**

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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.

7.05            25.02            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.

18.09            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/CAN Administration Course  
(Applicable to Head Nurse Only)            \$15.00/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/month
3. 1 Year University Certificate in Nursing  
Or for a 1 year University Diploma in  
Nursing.            \$40.00/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/month
5. For a Masters of Science in Nursing  
Degree (for Head Nurses Only).            \$120.00/month

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**Transferred from  
Metropolitan Campus  
FULL-TIME**

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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 or 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 month period \$15.00 per month
2. For a course in Nursing Unit Administration (CHA/CAN) \$15.00 per month
3. For a one (1) 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.

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**Transferred from  
Metropolitan Campus  
PART-TIME**

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- 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.

Brammer, Freda	Jacques, Camille	Pierozynski, Lynn
Byrne, Ann-Helen	Lepine, Gayle	Read, Debra
Cooper, Joanne	Lippold, Mary C.	St. Onge, Kimberly
Davies, Lisa	McFarland, Nancy	Seabourne, Wendy
Gaudette, Julie	Momney, Coleen	Seguin, Sandra
Gregg, Laureen	Myers, Elaine	Spratt, Dawn Marie
Herlehy, Anne Marie	Parent, Catherine	Verdecchia, Cathy
Howlett, Gail	Anita Derkatz	Vorshuk, Kristine

1. Statutory (Public) Holidays

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

New Years Day (January 1<sup>st</sup>)  
Good Friday  
Victoria Day  
Canada Day (July 1<sup>st</sup>)  
Labour Day  
Thanksgiving Day  
Christmas Day (December 25<sup>th</sup>)  
Boxing Day (December 26<sup>th</sup>)

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:

Second (2<sup>nd</sup>) Monday in February  
Second (2<sup>nd</sup>) 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 (1 ½) instead of her regular rate for the time so worked, or in accordance with the Employment Standards Act.

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 or 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 (CCU/ICU) of a minimum of fifty (50) hours over a three month period \$15.00 per month
2. For a course in Nursing Unit Administration (CHA/CAN) \$15.00 per month
3. For a one (1) 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 5**

**LOCAL PROVISIONS**

**ARTICLE A – RECOGNITION**

A-1 The Hospital recognizes the Union as the bargaining agent of all lay Registered Nurses and Graduate Nurses employed by the Hospital at Windsor in a nursing capacity save and except Program Directors, Managers, Teachers, Health Nurses, Infection Control Officers, Social Workers and Librarians. For the purpose of clarity, the parties agree that the persons employed by the Hospital which includes the persons employed at both the Grace and Hôtel-Dieu Sites in the positions excluded from the respective bargaining units as of the date of the Alliance Agreement between the Hôtel-Dieu of St. Joseph Hospital and the Salvation Army Grace Hospital dated December 9<sup>th</sup>, 1993, are excluded from the bargaining unit.

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.

**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 The Bargaining Unit President, or designate, will be provided with a minimum of forty-five (45) consecutive minutes per group of newly hired nurses for the purpose of the Union interview identified in Article 5.06. The interview will take place as a standalone meeting at the Hospital during the first week of orientation at a time mutually agreed between the Union and the Employer. The interview meeting will not take place during any scheduled lunch or break period. The Hospital will advise the Bargaining Unit President, or designate, of the names of all newly hired nurses to be interviewed.

- C-2 In accordance with 6.02 (b) of the Central Agreement, there shall be a Grievance Committee of not more than three (3) Association Representatives.
- C-3 In accordance with 6.04 (a) of the Central Agreement, there shall be a Negotiating Committee composed of four (4) Association Representatives, one of which will be the Bargaining Unit President, and one of which will be the Chairperson of the Grievance Committee.
- 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 three (3) Association Representatives, one of which will be the Bargaining Unit President, Professional Responsibility Workload Rep and the Chairperson of the Grievance Committee. Any other person may attend by agreement of the parties.
- C-5 In accordance with Article 6.02 (a) of the Central Agreement, the Hospital will recognize one (1) Unit Rep per unit to a maximum of eight (8) Unit Representatives.
- C-6 The Bargaining Unit President will be scheduled to work on the day shift only. Where the Bargaining Unit President does not want to work a day only schedule they will indicate this in writing to the employer.
- 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-7 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 four (4) Bargaining Unit Representatives.
- C-8 Association Leave
- In accordance with 11.02, leave for Association business shall be requested in writing fifteen (15) days in advance.
- C-9 (a) The Hospital will grant the Bargaining Unit President or her/his designate, if requested, up to fifteen (15) hours paid leave of absence per pay period to attend to bargaining unit business, and attend meetings with the employer. 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.
- It is understood that such paid union time (fifteen (15) hours) will be pre-scheduled at a time mutually agreeable between the Bargaining Unit President and the Employer. It is further understood the occasional loss of such paid union time [fifteen (15)] hours due to patient care demands will not result in payment. In the event the employer requires the Bargaining Unit President to attend a meeting on her day off, she will be paid at the

straight time hourly rate or the equivalent lieu time off over and above the fifteen (15) hours.

- (b) The Hospital will grant the Grievance Officer up to one (1) seven and one half (7.5) hour shift of 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 Grievance Officer or her/his designate at mutually convenient times in light of the particular circumstances of the meeting.
- (c) When required, the Hospital will grant the Return to Work Representative, or Professional Responsibility Representative if requested, one (1) seven and one half (7.5) hour shift of paid leave of absence per month to attend to bargaining unit business. It is agreed that the shift will be scheduled upon notice of the Return to Work representative or Professional Responsibility Representative. The parties will work together to schedule meetings that require the attendance of the Return to Work representative or Professional Responsibility Representative or her/his designate at mutually convenient times in light of the particular circumstances of the meeting.

C-10

- (a) The Hospital will hold meetings requiring the attendance of the Bargaining Unit President, Grievance Officer, Professional Responsibility Workload Representative 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 Return to Work Representative during the leave of absence outlined in C-10. Where this is not possible, the Hospital agrees that the Return to Work Representative will be included in this Article.
- b) If the Bargaining Unit President, Grievance Officer, Return to Work 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.

C-11

#### 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 D – ASSOCIATION NOTICES**

- D-1 The Hospital agrees to provide two (2) locked bulletin boards, one at the Tayfour campus and one at the Emara campus. In addition the Hospital will provide four (4) additional bulletin boards to be used for the Injection Clinic, the Residential Treatment Facility and the two (2) offices of the ACT Program in Chatham and Windsor. Such boards are for the sole use of the Union. Notices shall be first submitted to the Director of Human Resources for her approval, which approval shall be indicated by the Director of Human Resources initialling the notice to be posted. Neither the Hospital, the Union nor any Employee shall make any change in such notice thereafter. Keys to the bulletin board at each Site will be provided to the Bargaining Unit President. The Union will be allowed to post notices in the staff lounges. Alternatively, with approval of the Director of Human Resources the BUP or designate may use the employer's email for sending notices to members.
- D-2 All notices and communications related to any provisions or working conditions set out in the collective agreement that are sent to bargaining unit members from any management representative will be copied to the Bargaining Unit President.

**ARTICLE E – SENIORITY – LOCAL**

- E-1 A copy of the seniority lists shall be posted electronically on the Hospital's intranet by February 15<sup>th</sup> and August 1<sup>st</sup>. Two (2) copies will be 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 of the commencement date of such schedule and shall to cover a four (4) week period. All work available in a unit at the time will be assigned with the posting of the schedule. If the schedule is posted late or with needs, the hospital will provide written rationale to the Union.
  - (b) 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. Requests for specific days off will not be made more than one (1) year in advance. Request books/processes on any unit will be used for only for the purpose of requesting time off and will not be used to identify what shifts a nurse is willing to work.
  - (c) Requests for a shift exchange on the posted schedule must be submitted in writing on a standard form and co-signed by the Nurse willing to exchange schedules or tour of duty. All requests will be responded to in writing within seventy-two (72) hours of the submission of the request. Where a manager is not at work at the time of the request an acting supervisor will respond to the request. Once a shift exchange is approved it will not be changed without the written consent of the nurses involved.



Replies denying such requests will be in writing. Requests for change in the posted schedules shall not be unreasonably withheld. Once a shift exchange has been approved by the Unit Manager the nurses involved in the exchange will not have any further responsibility for the originally scheduled shift. Such request, initiated by the nurse and approved by the Hospital, shall not result in overtime compensation or payment.

(d) 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 prior to the schedule being posted. 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. Requests will not be made more than one (1) year in advance.

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 that falls between two (2) scheduled weekends to work, 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 (2<sup>nd</sup>) weekend.

- (d) A weekend shall be defined as at least fifty-six (56) consecutive hours off during the period following the completion of the Friday shift until the commencement of the Monday shift. 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 Appendix A will be agreed with the Association in writing prior to implementation. Such agreement shall not be unreasonably withheld by the Association. The parties agree for the purposes of Article F-4 (a), any shift commencing before 1100 hours will be considered the day shift.

- (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.
- (d) Pursuant to Article 10.09 (b) iii) (A), for the purposes of single shift layoffs and bumping, any shift that begins between 0600 and 1100 hours will be considered a day shift, any shift that begins between 1100 and 1900 hours will be considered an evening shift, and any shift that begins after 1900 hours will be considered a night shift. A Nurse will be able to exercise her or his rights based on a day shift, an evening shift or a night shift, and regardless of the length of the scheduled shift.
- (e) Pursuant to Article 10.08 (a), the cancellation of a single or partial shift will be done on the basis of seniority using an integrated seniority list of the full-

time and regular part-time nurses scheduled to work the shift. It is understood that if a casual part-time nurse is scheduled to work they will be cancelled first.

- 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 pay period.
  - (c) Any other arrangement of days off is to be agreed upon between the Manager and the Nurse concerned.
  - (d)
    - i) Split shifts will not be scheduled.
    - ii) Notwithstanding i) above, Nurses may, on occasion request in writing to their Unit Manager to have a portion of their scheduled shift off to attend to personal matters. Such request will not be for less than four (4) hours and will not result in premium payment.

- F-6
- (a) A full-time Nurse will not be scheduled to work on two (2) different tour rotations in any two (2) week pay period unless agreed to by the Nurse in writing, or unless a change of tour is required to transition to the tour being scheduled on the weekend the nurse is scheduled to work.
  - (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 pay 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 in writing to the Unit Manager.

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. It is understood that changes to the schedule as a result of this article shall not be implemented for one full posted schedule and will be reflected on the second posted schedule following receipt of the nurses' written submission of her choice of shift selection.

- (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. All requests and approvals to work permanent shifts will be in writing and a copy will be provided to the Bargaining Unit President.
  - 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. All requests and approvals to return to rotating shifts will

be in writing and a copy will be provided to the Bargaining Unit President.

- 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 scheduling template may be amended. Where the scheduling template are amended shift selection will be redone as needed. The Hospital will attempt to revise the unit schedules with as little disruption to current scheduling template as possible. Any conflicts related to choice of shift rotations will be settled by seniority.

Where the employer has decided to discontinue any permanent shift rotation they will meet with the union to discuss the reasons for the discontinuation. Where it is determined that permanent shift rotation is to be discontinued, the affected nurse(s) will be provided no less than ninety (90) days' notice that the scheduling will be changed. Such changes will be implemented on the next schedule to be posted.

- (c) A regular part-time Nurse who wishes to rotate all three (3) shifts must put her desire in writing to the Unit Manager. This will remain on the nurses' file until written notice is received to revert to a two (2) shift rotation.
- (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 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. In any event, the only time the Hospital will pay-out any existing accumulated overtime banks owing to any employee is on the last pay ending in September and March of each year. Such request is to be made in writing. All other time banked must be taken as time off from a scheduled shift. It is understood that Article 14.09 is applicable to part-time and full-time Nurses.

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. It is understood that additional unscheduled shifts accepted are not subject to this provision.

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.

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

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 (6<sup>th</sup>) 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 or a 24 hour rest period.

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 through the request book on the unit;
  - 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.
- vi) Requests granted for more than two (2) specific days off during any bi-weekly pay period will result in the nurse not being scheduled beyond their minimum commitment until all Category A and Category B RPT nurses have been given the opportunity to be scheduled the available shifts.

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. It is understood that when a Category B nurse is unavailable pursuant to this article, the Hospital is not required to equalize her hours during that schedule with other Category B nurses.
- 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 two (2) pay periods (4 weeks).
- iii) RPT – Category B nurses willing to work any holidays or any 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.

CLARITY NOTE: All regular part-time Category A Nurses on a unit will be scheduled up to their committed hours by seniority before any Category B part-time Nurses are utilized.

- 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.

- 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. Such request may be submitted once every six (6) months and will remain in effect for the following six (6) month period.

- 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 RPT - Category A Nurses on the unit who have not been scheduled or given the opportunity to work up to their minimum commitment; then

To RPT - Category B 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 and Category B 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 Nurses on the unit; however, this shall not apply to shifts which become available on a weekend or paid holiday, in which case such shifts shall be offered first to RPT 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; Nurses are to provide only one (1) phone number to be used for the purpose of calling in for additional shifts. If a Nurse is at work, the Hospital will give the Nurse the opportunity to respond to the offer within 15 minutes.
  - 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.
  - I) It is recognized that the Hospital shall not be required to offer any hours of work under this provision which may result in the payment of overtime premium.
- iv) 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.
  - v) 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.
  - vi) Casual part-time Employees will not be called in or scheduled to work until all available hours of work have been offered to all regular part-time Employees.
  - vii) Nurses on scheduled vacation will not be called for additional tours unless the nurse has provided written notice to the Unit Manager. Nurses on scheduled vacation will not be called for additional tours until all nurses not on scheduled vacation have been offered the opportunity to work the tour(s) in accordance with Article F-11 (c) iii) above.



(d) Tours of Less than 7.5 Hours (Part-time Nurses Only)

- 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 31<sup>st</sup> 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. The extra shift must be clearly identified on the schedule.
  - (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.
  - (e) There will not be a reassignment on the unit due to the extra staff.
- F-18 Each unit will have a designated "Reassignment Log" 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 unless such reassignment creates a patient safety issue. For the purposes of this clause, partial shift shall be defined as having a length of four (4) hours minimum. This applies to Units only and not work assigned within a unit.

## **ARTICLE G – PAID HOLIDAYS**

- G-1 Recognized paid holidays shall be as follows:

New Year's Day (to be observed on January 1<sup>st</sup>)  
 Family Day (3<sup>rd</sup> Monday in February)

Good Friday  
 Victoria Day  
 2<sup>nd</sup> Monday in June  
 Canada Day (to be observed on July 1<sup>st</sup>)  
 Civic Holiday  
 Labour Day  
 Thanksgiving Day  
 Remembrance Day (to be observed on November 11<sup>th</sup>)  
 Christmas Day (to be observed on December 25<sup>th</sup>)  
 Boxing Day (to be observed on December 26<sup>th</sup>).

- 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 five (5). In any event, the only time the Hospital will pay-out any existing accumulated lieu day banks owing to any employee is on the last pay ending in September and March of each year. Such request is to be made in writing. All other time banked must be taken as time off from a scheduled shift.
  - (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
- (a) Insofar as it is possible to do so and still maintain the efficient operation of the Hospital, the Hospital will do its best to equally distribute paid holidays off among all nursing staff.
  - (b) Where nurses are required to work on the weekend attached to a paid holiday, the Hospital will schedule the nurse to work the holiday (if a Monday or a Friday).

G-4 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 24<sup>th</sup>, 25<sup>th</sup>, and 26<sup>th</sup>. The time off at New Year's shall include December 31<sup>st</sup> and January 1<sup>st</sup>.

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. The finalized Christmas/New Year schedule will be posted no later than November 7<sup>th</sup> of each year.

Where the Hospital offers Approved Absent Days on December 24<sup>th</sup>, 25<sup>th</sup>, 26<sup>th</sup>, 31<sup>st</sup>, and January 1<sup>st</sup> 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-5 (a) The Christmas period shall be from 2300 hour December 23rd, to 0700 hours on December 27<sup>th</sup>.
- (b) The New Year's period shall be from 2300 hours on December 30th to 0700 hours on January 2<sup>nd</sup>.
- G-6 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-7 (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-8 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. The dates of the waiver period are set out in an attached Letter of Understanding.

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) i) The vacation year shall be from May 1<sup>st</sup> of one year to April 30<sup>th</sup> of the next year.
- ii) A week of vacation is defined as five (5) scheduled vacation days and two (2) scheduled days off. Subject to Article H-2 (b), the two (2) days off shall be the weekend before or after the scheduled vacation days.
- iii) Vacation may not be carried over or borrowed from one vacation year to the subsequent vacation year, except in exceptional circumstances approved by Human Resources in writing to the nurse with a copy to the Union.
- iv) It is the responsibility of the nurse to request and schedule their vacation entitlement during the vacation year. Nurses will be notified of any unscheduled vacation for the current vacation year by December 1<sup>st</sup>. Any vacation not scheduled by February 1<sup>st</sup> of the vacation year may be scheduled by the Manager. Subject to iii) above, where the outstanding vacation cannot be scheduled due to staffing issues on the unit it will be paid out by separate deposit on the last full pay period in May each 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 30<sup>th</sup> 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.

All Regular and Casual Part-time Nurses will receive their vacation pay by separate deposit on the last full pay period in May. On request, payroll will meet with any nurse to explain their vacation pay calculation.

No part-time Nurse will be forced to take unpaid vacation time off. It is understood that "unpaid vacation time" would refer to vacation hours in excess of the amount a part time nurse is entitled to in vacation pay above.

- (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. Where the nurse is required to work two (2) consecutive weekends in order to receive their preferred weekend off, or to receive both weekends off, it will not invoke premium pay under Article F-2 (b).
  - (c)
    - i) No more than three (3) weeks' vacation will be allotted any Nurse during the months of June, July, August, or September (first Saturday in June to last Friday in September of any year). Special requests shall be made in writing to the Manager and considered on an individual basis and shall not be unreasonably denied.
    - ii) Notwithstanding i) above, where all full-time and regular part-time nurses on the unit have been granted their requested vacation and additional weeks remain available to be scheduled, the vacation planner will be reposted for a one (1) week period. Available weeks in June, July, August or September will be granted by seniority to nurses who have less than three (3) weeks of vacation scheduled, then by seniority to nurses who have three (3) weeks of vacation, granting one (1) week at a time.
  - (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
- The following vacation scheduling process will be used for the scheduling of vacation in all units:
- (a) Each unit will post a blank vacation planner for the following year by January 15<sup>th</sup>, and an email notification will be sent out to all Nurses. This

planner will remain posted for a period of six (6) weeks and the following informing of process used for vacation selection. The vacation planner will be updated on the unit by the Unit Manager.

- (b) Each nurse will be contacted for their vacation request, starting January 15<sup>th</sup> of each year based on seniority. A seniority list and the established vacation quotas for the unit will be posted on the unit with the planner. All vacation planners will include weekends and will cover a full one year period (May 1<sup>st</sup> to April 30<sup>th</sup>).
  - (c) The Unit Manager will notify nurses by seniority that they appear next on the list, to select for their vacation. Once a nurse has been notified the date and time of notification will be placed on the list next to their name. Once a nurse has selected vacation, a line will be put through her or his name indicating she or he has had her or his turn.
  - (d) It is agreed that if a nurse does not select their requested vacation within twenty-four (24) hours after being notified at the date and time noted on the list, the next nurse will be called and her requested vacation will not be pre-empted by the former nurse coming forward at a later date. Once a choice is made by a nurse during this process it cannot be changed except as identified in Article H-9 after the vacation selection process is completed.
  - (e) If a nurse is on days off, off ill, or on a vacation or LOA longer than twenty-four (24) hours, the nurse shall leave her or his vacation request in order of preference with a designated co-worker or with the Unit Manager. The Manager will contact any Nurse who is off informing vacation process is starting.
  - (f) Nurses can only request vacation on the unit to which they are regularly assigned.
  - (g) This process will continue until all nurses have had an opportunity to request vacation, but should be completed by February 26<sup>th</sup> of each year. The approved vacation schedule will be posted no later than March 15<sup>th</sup>.
  - (h) With the posting of the approved vacation schedule on March 15<sup>th</sup>, a list of all remaining weeks of vacation available will also be posted. Nurses will have a four (4) week period to apply for any remaining vacation time in writing to their Unit Manager. Vacation during this four (4) week period will be granted based on seniority. The finalized vacation schedule will be posted by April 30<sup>th</sup>.
- H-5
- i) Vacation quotas by unit will not be unduly restrictive. Vacation quotas for each unit will be provided to the Bargaining Unit President two (2) weeks prior to the posting of the tentative vacation schedule. Vacations may be taken at any time of the year. Vacation requests shall not be unreasonably denied.
  - ii) (a) 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.

- (b) 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.
  - (c) 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 will meet to establish the unit's vacation quotas prior to the vacation selection process commencing.
- H-6
  - (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-7
 

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-8
 

No Nurse will be required to take vacation during any period of "planned" reduction of service in any unit or department.
- H-9
  - (a) 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.
  - (b) Switching of approved vacation with another nurse will not be permitted under any circumstances. Where a nurse wishes to cancel her or his scheduled vacation, notice must be provided to the Manager and the process identified in (a) above is to be followed.

## **ARTICLE I – GENERAL**

- I-1
 

Nurses who have sick leave credits to their standing will be notified by March 31<sup>st</sup> each year of their remaining sick leave credits.
- I-2
 

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.



I-3 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-4 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-5 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 and the ONA Grievance Representative Chairperson.

I-6 It is expected that when Nurses are planning retirement they will endeavour to provide twelve (12) weeks' notice to the Hospital to facilitate recruitment and replacement.

I-7 Nurses interested in participating in formal mentoring arrangement will indicate their interest in writing to their unit manager on the appropriate application form. At the request of any nurse the unit manager will discuss with any unsuccessful candidate ways in which he/she may be successful in the future.

A general notice re: Mentorship Program will be posted on the ONA Boards instructing nurses who wish to be Mentors that they are required to apply in writing on the appropriate application form to his/her unit manager.

**ARTICLE J – HEALTH AND SAFETY**

J-1 The Employer agrees to recognize one (1) 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 A Representative from Human Resources will notify the Union's designated Return to Work representative 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.

J-3 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.

(a) A return to work committee will be composed of the Union's Return to Work Representative, the Employee Health Nurse, and a Representative of

Human Resources, as required. The committee will meet monthly if needed to monitor the status of accommodated employees, the status of employees awaiting accommodation, nurses on LTD and will review the safety of existing accommodations.

- (b) 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, the Union representative and the Employee will meet to discuss the nurse's potential return to work. The affected Nurse may also request the presence of the Bargaining Unit President or designate and/or the Labour Relations Officer to attend the RTW meeting; 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, and to the Union's return to work representative.
- (c) When a returning Nurse is in need of a permanent accommodation, the Hospital will notify the Union's Return to Work Representative and will provide the information under (c), above.
- (d) In creating a return to work plan, the RWC and the Manager will examine the disabled Nurse's abilities and accommodation needs to determine if the Nurse can return to her:
  - i) Original position;
  - ii) Original unit;
  - iii) Original unit/position with modifications to the work area and/or equipment and/or work arrangement;
  - iv) Alternate positions outside of the original unit.
- (e) In developing a return to work plan, the RWC will consider the Nurse's abilities and accommodation needs, and if she is unable to return to work in accordance with Article (e), above, the RWC will identify any positions in the Hospital in which the Nurse may be accommodated.
- (f) A Nurse in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established. Such a Nurse will remain on the list of Nurses requiring permanent accommodation.
- (g) The parties recognize that more than one (1) Nurse requiring accommodation may be suitable for a particular position or arrangement. In such cases, the parties agree that in complying with the provisions of this Article, they must balance additional factors including, in no particular order:
  - i) Skills, ability and experience;
  - ii) Ability to acquire skills;

- iii) Path of least disruption in the workplace;
  - iv) The principle that more should be done to provide work to a Nurse who would otherwise remain outside the active workplace;
  - v) Seniority;
  - vi) Timing of return to work.
- (h) When more than one (1) Nurse is deemed by the RWC to be suitable for a particular position or arrangement, and the factors set out above are relatively equal, seniority shall govern.
- (i) Alternative Placements
- i) Before posting positions, the Human Resources Department will examine all potential vacancies to determine if they can be used to accommodate a disabled Nurse who requires accommodation but cannot return to her pre-injury/illness unit. The Hospital shall provide the Union's Return To Work representative a list of all current and potential vacancies.
  - ii) 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).
  - (iii) 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.
  - iv) When the parties agree to a permanent accommodation whether or not a job posting is waived, and whether or not the position is inside the bargaining unit, the parties will sign an agreement containing details of the accommodation.
  - v) The parties may agree to a written agreement for temporary accommodations of extended duration.

J-4 Should a nurse present with medical restrictions or require an accommodation without being off work in which it has been medically determined that they are unable to complete the full duties of her or his position due to disability, illness or injury, the Hospital will notify and meet with the local representative as soon as possible to discuss the circumstances surrounding the employee's need for suitable work.

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 will verbally inform the Bargaining Unit President or designate within twenty-four hours of an assault. The Hospital will also notify the Union and Bargaining Unit President in writing within seventy-two (72) hours of any Employee who has been assaulted while performing their work. The nurse who feels that they have been verbally assaulted must identify such when reporting an incident for this provision to apply. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.

J-8 Violence in the Workplace

(a) The Hospital and Union agree that no form of verbal, physical, sexual, racial or other abuse/violence will be tolerated in the workplace.

(b) Violence Policies and Procedures

The Employer agrees to have in place explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations, provision of legal counsel and support to Employees who have faced or experienced violence. The policies and procedures shall be part of the Employer's Health and Safety Policy and written copies shall be provided to each Employee. Prior to implementing any changes to these policies, the Employer agrees to consult with the Union.

(c) Function of Joint Health and Safety Committee

All incidents involving aggression or violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence against staff.

(d) Staffing Levels to Deal with Potential Violence

The Employer agrees that, where there is risk of violence, an adequate level of trained Employees should be present. The Employer recognizes that workloads can lead to fatigue and a diminished ability to both identify and to subsequently deal with potentially violent situations.

(e) Training

The Employer agrees to provide training and information on the prevention of violence to all Employees who come into contact with potentially aggressive persons. This training will be done during a new Employee's orientation and updated on an annual basis for all Employees.

(f) Support and Counselling

The Employer and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help Employees recover from such incidents. This support may be including, but not limited to, the Employee Assistance Program, and/or the Critical Incident Debriefing Program.

(g) Follow-Up

The Employer agrees to follow-up each incident as soon as possible after an occurrence of violence in the workplace. The purpose of this follow-up will be to review the incident, gather facts, explore ways in which the Employee may be supported, review how such an incident could have been avoided and what measures, if any, are required to prevent or reduce the likelihood of such an incident from occurring again. The degree of follow-up will be dependent on the specific situation.

## (h) The hospital agrees to follow the time frames set out in the "Workplace Violence" policy with respect to responding to complaints.

**ARTICLE K – UNIFORMS**

K-1 When an Employee in the exercise of his/her functions suffers damage to his/her personal belongings (clothing, watch, glasses, contact lenses or prosthesis, etc.), the Nurse can present her or his claim for replacement or repair of such belongings in writing to the Human Resources Department and the Hospital will give such claim full consideration. Such claims will not be unreasonably denied.

**ARTICLE L – METHOD OF PAY**

L-1 Full-time Nurses may, upon giving notice to their Department Head on or before the tenth (10<sup>th</sup>) of the month preceding, receive their vacation pay prior to taking their scheduled 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) Seventy-five (75%) 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 seventy-five (75%) 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) Seventy-five (75%) 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.

The normal extended tours shall be defined as

0700 – 1900 days  
1900 – 0700 nights

unless the Hospital and the Union agree to alter extended tours to meet the needs of a specific unit.

M-3 A 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 (4<sup>th</sup>) 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 four (4) extended tours in a row without a day off.

M-4 Article G will apply to nurses working extended tours. Nurses working extended tours will be scheduled at least three (3) extended tours off in conjunction with 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 25<sup>th</sup>) and/or New Year's Day (January 1<sup>st</sup>), they are to submit their request, in writing, to their Unit Manager no later than October 1<sup>st</sup> of each year.

M-5 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-6 (a) 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.

- (b) i) Split shifts will not be scheduled.
- ii) Notwithstanding i) above, Nurses may, on occasion request in writing to their Unit Manager to have a portion of their scheduled shift off to attend personal matters. Such request will not be for less than four (4) hours and will not result in premium payment.

- M-7 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-8 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-9 A scheduled weekend off will consist of sixty (60) consecutive hours off work following the completion of the Friday day shift until the commencement of the Monday day shift.

Should a nurse be scheduled to work any hours during the sixty (60) hours referenced above, she/he will be considered to have worked the weekend for purposes of Article F-2 (b) and (c).

Where a nurses is scheduled a weekend off as referenced above and agrees to work a call in shift that commences on or after 1900 hours on Sunday, she/he will not be considered to have worked the weekend for the purposes of Article F-2 (b) and (c).



M-10 All provisions in this Appendix 5 of Local Issues will apply to Nurses working extended tours unless expressly amended above.

### **ARTICLE N – PRE-PAID LEAVE**

N-1 There shall not be greater than two (2) Nurses off at any time at each Hospital Site, with no more than one (1) individual Nurse off from any one (1) nursing unit at each Hospital Site.

### **ARTICLE O – JOB-SHARING**

O-1 The introduction of job-sharing arrangements in any unit will be subject to mutual agreement between the Union and the Hospital. The Hospital shall not arbitrarily or unreasonably refuse to implement job-sharing.

Job-sharing requests with regard to full-time positions shall be considered on an individual basis. Such approval will not be unreasonably withheld.

O-2 Only full-time positions shall be considered for job-sharing between two (2) Employees.

O-3 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-4 All Job-Sharing arrangements shall be voluntary for all participants.

O-5 Job-Sharing requests with regard to full-time positions shall be made in writing to the Vice-President Clinical Programs and CNE.

O-6 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-7 All Job-Sharers shall be treated as REGULAR PART-TIME NURSES and shall be covered by the provisions of the Collective Agreement unless expressly amended herein.

O-8 (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 – Category A and all RPT – Category B Nurses on the unit have been scheduled and/or offered all available work and additional tours. Job-sharers will then be offered additional tours based on rotating seniority.

O-9 The above schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.

- O-10 Each Job-Sharer may exchange shifts with her partner, as well as with other Nurses, as provided by the Collective Agreement.
- O-11 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 Year's 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-12 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-13 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/his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining Employee will have the option of continuing the full-time position or reverting to a part-time position. If she/he does not continue full-time, the position must be posted and filled according to the Collective Agreement.

- (d) Each new job-sharing arrangement shall be subject to a six (6) month trial period.

O-14

- (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 any Hospital Campuses, or where a Union representative is required to attend an alternate work site, they will be paid eight dollars and fifty cents (\$8.50) round trip or reimbursed cab fare.

Where Nurses choose to take a taxi cab, they will be provided with a taxi voucher at no cost to themselves.

All other authorized travel will be paid at the rate of forty-eight cents (\$0.48) 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.

- P-3 Assertive Community Treatment (ACT) Program Only

- (a) As of April 1, 2014 the mileage amount for the ACT Program is fifty-four (54) cents per kilometer for the first 5000 kilometers in a calendar year and thereafter forty-eight (48) cents per kilometer for the remaining amounts of mileage submitted for the calendar year. Based on the current Revenue Canada guidelines these amounts are not subject to taxation deduction by the employer;
- (b) The amount of mileage will be amended on April 1st of each year, the amount of the mileage to be paid to employees to ensure that this amount

is equal to Revenue Canada guidelines to be exempt from taxation (up to fifty five cents);

- (c) The Employer will pay the cost of each nurse having her/his personal vehicle cleaned/detailed twice per year, and additionally as may be needed. The Employer will notify the nurses of the service provider they have secured to provide this service, such service to be billed directly to the Employer.

#### **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 Labour Relations Officer, and the Employer representative in accordance with Article 13.05 of the Central Hospital Agreement. This agreement shall be obtained in writing prior to the commencement date of this arrangement.

#### **ARTICLE R – STAND-BY**

- R-1 There are currently no units/positions/programs using or assigning stand-by. Where the employer wishes to introduce stand-by for any unit/position/program they will provide written notice to the union. The parties will negotiate all parameters and scheduling requirements related to stand-by prior to the stand-by being implemented or scheduled.

#### **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.

Upon request of the Union, the Employer will provide notice 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.

Upon request of the Union, the Employer will provide notice 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.

#### **ARTICLE T – NURSE PRACTITIONER/RNEC (REGISTERED NURSE EXTENDED CLASS)**

- T-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.
- T-2 The parties recognize some nurses working in the above-referenced positions do not have posted work schedules. These nurses will normally work the day tour, 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 will adjust his/ her schedule to compensate for the variations in that load. Such flexible schedule will not result in premium pay under the local scheduling provisions contained at Appendix 5 of the collective agreement. Nurses shall advise their Manager of their proposed schedule and any changes to her schedule for the purposes of the Manager ensuring the collective agreement is being adhered to and so that the Manager can approve such schedule.
- T-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. The Hospital agrees to payout any existing accumulated overtime banks owing to any employee on the last pay ending in September and March of each year.

#### **ARTICLE U – INNOVATIVE SCHEDULES**

- U-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. Innovative schedules include the use of any tours of other than 7.5 or 11.25 hour extended tours, and/or multiple types of all tours on any unit.

#### **ARTICLE V – ELECTRONIC GRIEVANCE FORMS**

- V-1 The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).
- V-2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- V-3 Electronic grievances may be sent, via email, to the applicable manager and copied to Sheri McGeen in Human Resources, or her designate.

- V-4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- V-5 The union undertakes to get a copy of the electronic version signed by the grievor.
- V-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.

#### **ARTICLE W – TEN (10) HOUR TOURS AND SCHEDULING**

- W-1 There are currently no units/positions/programs scheduling/working ten (10) hour extended tours. Where the employer or the union wishes to introduce ten (10) hour extended tours for any unit/position/program they will provide written notice to the other party. The parties will negotiate all parameters and scheduling requirements related to ten (10) hour extended tours prior to the ten (10) hour extended tours being implemented or scheduled.

#### **ARTICLE X – MASTER ROTATIONS**

- X-1 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
- X-2 The Bargaining Unit President will be provided with a copy of all current master rotations no later than January 30<sup>th</sup> in each year. Master rotations will not be altered without the written agreement of the Union. Requests to amend current master rotations will be submitted to the Bargaining Unit no less than sixty (60) days prior to the scheduled posting of any master rotation schedule. The master rotation schedule will not be implemented on any unit until such time as the parties have reviewed the changes and an agreement has been reached. Such agreement shall not be unreasonably withheld.
- X-3 Where a unit master rotation schedule is changed due to a permanent long-term layoff, or the addition of new full-time positions, the Employees on the affected unit will be provided with 90 (ninety) days' notice that their master rotations may be amended.
- Where a master rotation schedule is changed pursuant to the above, any conflicts related to choice of rotations will be settled by seniority. Where the master rotation contains a job sharing arrangement, the seniority of the two regular part-time employees sharing the full-time position will be added together and divided by two (2) to determine the seniority to be used for the awarding of rotations.
- X-4 Where a unit has a master rotation and a full time line becomes vacant, requests may be submitted in writing for consideration of transferring to the vacant line in the rotation. Considering appropriate skills of registered nurses, the transfer may be granted to a full time nurse on the affected unit prior to filling the vacancy.

**ARTICLE Y – ELECTRONIC ONA/HOSPITAL PROFESSIONAL RESPONSIBILITY  
WORKLOAD REPORT FORM (PRWRF) AND PROFESSIONAL RESPONSIBILITY  
COMPLAINT (PRC) PROCESS**

- Y-1            The parties agree to use the jointly developed electronic version of the ONA/Hospital PRWRF at Appendix 6 of the Hospital Central Agreement.
- Y-2            The parties agree that hard copies of the electronic form are valid for purposes of Article 8 of the Hospital Central Agreement.
- Y-3            Electronic PRWRF will be sent, via email, to the applicable manager and Director, and to the Union's PRC representative.
- Y-4            The electronic signature of the nurse submitting the PRWRF will be accepted as the original signature. Where multiple nurses are part of the submission of the form the signing of the form by the submitting nurse will be taken to mean all nurses are aware of and agree to the submission of the form. A list of names will be included on the form.
- Y-5            The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should the issue proceed to an Independent Assessment Committee in accordance with Article 8.01.

DATED at Windsor, Ontario this 28<sup>th</sup> day of October, 2020.

FOR THE HOSPITAL:

FOR THE UNION:

“Sheri McGeen”

“Susan Johnson”  
Labour Relations Officer

“Brooke Nelson”

“Jo-Dee Brown”  
Bargaining Unit President

\_\_\_\_\_

“Bonnie Bastien”

\_\_\_\_\_

“Chris Danyluk”

## LETTER OF UNDERSTANDING

B E T W E E N:

**HÔTEL-DIEU GRACE HEALTHCARE**  
(Hereinafter referred to as "the Hospital")

A N D:

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

### **RE: ARTICLE 9.09 - INTERNSHIP PROGRAM**

Pursuant to Article 9.09 of the central Collective Agreement the parties have agreed to establish internship programs for the units at Hôtel-Dieu Grace Healthcare to provide currently employed nurses with career development opportunities.

The implementation and guidelines for the program will be as follows:

1. The Hospital will provide the Union with advance notice of all internship opportunities prior to them being posted. The notice to the Union will indicate the number of opportunities being made available, the commencement date of the program and the time frame established for the program;
2. The Hospital will post all internship opportunities;
3. The posting(s) will clearly indicate the temporary nature of the internship opportunity and the length of commitment for the internship program;
4. In making a selection the Hospital will consider the applicant's current skill level, skill development needs and commitment to learning. The selection process will not be arbitrary or unreasonable and where conflicts arise seniority will govern. The successful applicant(s) will be notified and advised in writing that she/he will receive the necessary training for the internship position during a defined time frame. The current position of the nurse will be filled on a temporary basis during the period of the internship program;
5. The Hospital will notify the Union of the names of all successful applicants to the internship program;
6. The Hospital will assume costs for the successful interns related to:
  - a) Payment for time spent in any course(s) required internally or externally;
  - b) Payment for time spent in clinical practicums in the Hospital;
7. Where the intern successfully completes the internship program and secures a permanent position in the unit of the internship position, the intern will commit to continued employment with the Hospital in the unit of the internship program for a period of two years (24 months).



It is understood and agreed that the intern will not be considered for internal postings for this 24 month period.

8. In the event the intern does not secure a permanent position in the unit of the internship position during the identified time frame of the internship program, or where the intern does not successfully complete the internship program within the specified time frame, the intern will be returned to her/his former position.
9. The Hospital will notify the Union of the outcome of all internship programs and will notify the Union of the names of all participants who successfully post into vacant positions in the internship unit after completion of the internship program.

DATED at Windsor, Ontario this 28<sup>th</sup> day of October, 2020.

FOR THE HOSPITAL:

"Sheri McGeen"

"Brooke Nelson"

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\_\_\_\_\_

FOR THE UNION:

"Susan Johnson"  
Labour Relations Officer

"Jo-Dee Brown"  
Bargaining Unit President

"Bonnie Bastien"

"Chris Danyluk"

**LETTER OF UNDERSTANDING**

**B E T W E E N:**

**HÔTEL-DIEU GRACE HOSPITAL**  
(Hereinafter referred to as “the Hospital”)

**A N D:**

**ONTARIO NURSES’ ASSOCIATION**  
(Hereinafter referred to as “the “Association”)

**RE: CHRITSMAS SCHEDULES**

The parties agree to meet prior to the posting of the Christmas schedules to review prior to final posting.

DATED at Windsor, Ontario this 28<sup>th</sup> day of October, 2020.

FOR THE HOSPITAL:

FOR THE UNION:

“Sheri McGeen”  
\_\_\_\_\_

“Susan Johnson”  
\_\_\_\_\_  
Labour Relations Officer

“Brooke Nelson”  
\_\_\_\_\_

“Jo-Dee Brown”  
\_\_\_\_\_  
Bargaining Unit President

\_\_\_\_\_

“Bonnie Bastien”  
\_\_\_\_\_

\_\_\_\_\_

“Chris Danyluk”  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**B E T W E E N:**

**HÔTEL-DIEU GRACE HOSPITAL**  
(Hereinafter referred to as “the Hospital”)

**A N D:**

**ONTARIO NURSES’ ASSOCIATION**  
(Hereinafter referred to as “the “Association”)

**RE: CHRISTMAS/NEW YEAR’S SCHEDULING**

The parties agree the following dates will be applicable for the Christmas/New Year’s periods during the life of the collective agreement:

December 12, 2020 – January 8, 2021

December 11, 2021 – January 7, 2022

DATED at Windsor, Ontario this 28<sup>th</sup> day of October, 2020.

FOR THE HOSPITAL:

FOR THE UNION:

“Sheri McGeen”  
\_\_\_\_\_

“Susan Johnson”  
\_\_\_\_\_  
Labour Relations Officer

“Brooke Nelson”  
\_\_\_\_\_

“Jo-Dee Brown”  
\_\_\_\_\_  
Bargaining Unit President

\_\_\_\_\_

“Bonnie Bastien”  
\_\_\_\_\_

\_\_\_\_\_

“Chris Danyluk”  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

B E T W E E N:

**HÔTEL-DIEU GRACE HEALTHCARE**  
(Hereinafter referred to as “the Hospital”)

A N D:

**ONTARIO NURSES' ASSOCIATION**  
(Hereinafter referred to as “the Hospital”)

**RE: MASTER ROTATIONS**

The parties agree to the establishment of master rotations. A meeting will take place within six (6) months of ratification of the collective agreement to develop the process to be used to develop and implement master rotations for the various nursing units. Article Y will apply to any and all master rotations developed.

This Letter of Understanding is appended to and forms part of the collective agreement and is subject to Article 7.

DATED at Windsor, Ontario this 28<sup>th</sup> day of October, 2020.

FOR THE HOSPITAL:

FOR THE UNION:

“Sheri McGeen”  
\_\_\_\_\_

“Susan Johnson”  
\_\_\_\_\_  
Labour Relations Officer

“Brooke Nelson”  
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“Jo-Dee Brown”  
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Bargaining Unit President

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“Bonnie Bastien”  
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\_\_\_\_\_

“Chris Danyluk”  
\_\_\_\_\_

## LETTER OF UNDERSTANDING

B E T W E E N:

**HÔTEL-DIEU GRACE HEALTHCARE**  
(Hereinafter referred to as “the Hospital”)

A N D:

**ONTARIO NURSES' ASSOCIATION**  
(Hereinafter referred to as “the Hospital”)

### **RE: FLOAT POOL – REGULAR PART TIME (RPT) NURSES ONLY**

The parties agree to the establishment of a Float Pool to be comprised of RPT nurses only. The timing of the creation of the Float Pool, the areas to be covered by the Float Pool, and the number of RPT nurses in the Float Pool will be determined by the employer. The Float Pool will be a separate unit for all purposes of the collective agreement. For the purposes of vacation, leaves of absence, lay-off or any other seniority or service entitlement under the collective agreement the Float Pool shall be treated as a unit.

The parties will meet within ninety (90) days of ratification of the collective agreement to negotiate all provisions and parameters related to the use of the Float Pool. The issues to be addressed will include, but not be limited to:

- Cross training
- Scheduling issues not currently addressed in the collective agreement that would be unique to the Float Pool
- How assignments to the posted schedule will be done
- Issues related to reassignment of nurses on units once assigned. There is no intent to have these nurses working in multiple units during a scheduled shift.

The parties agree the use of the Float Pool will be for the coverage of incidental absences and or vacation coverage and will not be used for long term sick leaves or other long term leaves unless the RPT nurse applies for a temporary position to cover the leave, after which the nurse would be remove from the Float Pool until the temporary position is completed.

Prior to posting of the schedule, any available shifts/additional hours will be distributed in accordance with F. In accordance with Article F, unit staff will be utilized first at the time of the posted schedule. Utilization of the Float Pool will not have a negative impact on the scheduling of RPT Nurses and Casual Nurses on the unit. All provisions of Article F will continue for scheduled and additional tours.

For the purposes of re-assignment it is understood that where a Float Pool Nurse is assigned to a unit and a nurse must be redeployed from that unit to another, the Float Pool nurse will be the nurse to be re-assigned.

Float Pool - Home Base

RPT Nurses assigned to the Float Pool shall have a 'home base'. The home base will be the unit which the Nurse reports to, if they are not assigned to an area requiring coverage. The RPT Nurse will be placed on their home base call-in list and will be considered on-unit for the purposes of call-ins for that unit only.

If the employer expands or creates, additional FT or RPT positions within the Float Pool the parties will meet to discuss any implementation and agreed to changes to call process.

This Letter of Understanding is appended to and forms part of the collective agreement and is subject to Article 7.

DATED at Windsor, Ontario this 28<sup>th</sup> day of October, 2020.

FOR THE HOSPITAL:

"Sheri McGeen"

"Brooke Nelson"

\_\_\_\_\_

\_\_\_\_\_

FOR THE UNION:

"Susan Johnson"  
Labour Relations Officer

"Jo-Dee Brown"  
Bargaining Unit President

"Bonnie Bastien"

"Chris Danyluk"

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

<b>Department</b>	<b>Variation</b>
ACT	0800-1600
	1200-2000
Bariatric	0800-1600
	0900-1700
	1300-2100 1200-2000
Complex Care - MDS	0800-1600
Complex Care - Intake	0800-1600
Crisis – Ouellette/Wellness/Injection Clinic	0800-1600
	0800-1400
GAP	0800-1600
	0830-1630 0900- 1700
In-patient Rehab - Intake	0800-1600
CC	0800-1600
	0900-1700
	1200-2200
Specialized Mental Health - ECT	0600-1400
Specialized Mental Health - Intake	0800-1600
Dual Diagnosis	0830-1630
WPEP	1000-1800
	0800-1600
	0900-1700
	0830-1630
GMHOT	0830-1630
Telemedicine	0800-1600
	1200-2000 0730 -1530

**APPENDIX B****PROCESS/PROCEDURES FOR  
STAFF REDUCTIONS, LAYOFFS, AND DISPLACEMENTS  
UNDER ARTICLES 10.08 – 10.14 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 10.08 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 10.08 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 pursuant to Article 10.14.
  - (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 Articles 10.09 of the Collective Agreement.
- 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 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 10.07 of the Collective Agreement, becomes available on any unit which has suffered staff reductions and layoff/displacements as identified under Article 10.08 and 10.09, 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 as identified in Article 10.09 (b) iii) (B).
  - 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 10.07.
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 10.09 (b) iii) (B 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.