

## **COLLECTIVE AGREEMENT**

Between:

**KINGSTON HEALTH SCIENCES CENTRE**  
(hereinafter referred to as "the Hospital")

And:

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

Expiry: **March 31, 2020**

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## Appendix 4 - Superior Conditions

### NURSE PRACTITIONER EXTENDED CLASS & CLINICAL NURSE SPECIALISTS

The following provision apply to all current NPs and CNS employed prior to April 16, 2018;

Part time employees will be paid 14% in lieu of benefits.

Employees who are in receipt of pregnancy and/or parental benefits from employment insurance will be entitled to as Supplementary Unemployment Benefit (SUB) top up to 93% of the employee's regular straight-time earnings.

### Appendix 4 - Superior Conditions - KGH Employees

#### EDUCATIONAL BONUS

In addition to the salaries prescribed in Appendix 3, the Employer will pay monthly bonuses set forth hereunder to all employees utilizing the additional preparation in the position held.

Proof of the degree or certificate from a school of recognized standing must be submitted by the employee to the Employer.

In accordance with the above, an employee possessing more than one degree or certificate shall be entitled only to the highest bonus provided in the Schedule.

Payment of the bonus shall commence at the start of the first full pay period following filing with the Employer the required proof of standing, except that a newly-hired employee who is qualified for an educational bonus on her or his date of hiring shall be paid from that date.

#### MONTHLY EDUCATIONAL BONUSES

Canadian Hospital Association/Canadian Nurses' Association, Nursing Unit Administration Course or its equivalent or six months Post Graduate Course - \$ 15.00 per month.

One year University Course -	\$ 40.00 per month
Baccalaureate Degree -	\$ 80.00 per month
Master's Degree -	\$120.00 per month

### Appendix 4 - Superior Conditions - HDH Employees

#### Provision from Central Agreement

##### 19.09 Education Allowance

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

#### Provision from Local Appendix

- 15.01 (a) An educational bonus is paid to staff nurses who:
- i) have successfully completed a clinical or professional course recognized by the Hospital; and

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

#### Courses Currently Being Recognized at Hotel Dieu Hospital

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

#### **ARTICLE A – RECOGNITION**

- A.1 The Hospital recognizes the Ontario Nurses' Association as the exclusive bargaining agent of all registered and graduate nurses of Kingston Health Sciences Centre employed in a nursing capacity, save and except Unit Managers, those above the rank of Unit Managers, Quality Assurance officer, and Employee Health Nurse.

The Nurse Practitioner and Clinical Nurse Specialist positions are included in the nursing bargaining unit at Kingston Health Sciences Centre.

#### **ARTICLE B – MANAGEMENT RIGHTS**

- B.1 Subject to the right of any employee who feels that she or he has been unjustly treated to lodge a grievance in the manner hereinafter provided, the Union agrees to co-operate with the Hospital at all times to maintain discipline and to maintain the highest standard of service and efficiency and the Union acknowledges the exclusive rights of the Hospital as follows:

- B.2 To direct the operation of the Hospital in the best interest of the patients, the community and the employees, both within and without the bargaining unit.
- B.3 To formulate reasonable policies, rules and regulations which are not inconsistent with the provisions of the Agreement.
- B.4 To introduce new practices or services, to expand, reduce, eliminate, change or modify present services and practices; to enter into contracts for buildings, repairs, equipment, supplies, materials and services.
- B.5 To determine where, by whom, in what manner, at what time and under what conditions, employees in the bargaining unit and/or contractors and their employees shall perform their duties.
- B.6 To determine in the interest of efficient operation and highest standard of service, the hours of work, work assignments, methods of doing the work and the working establishment for any service, provided always that reasonable notice shall be given to the employee or employees involved, of any changes to be made.
- B.7 To maintain order and discipline, to hire, promote, transfer, demote, suspend, discharge or otherwise discipline employees for just cause.
- B.8 To instruct and direct employees in their duties, responsibilities and conduct.
- B.9 To have absolute control of buildings, use of buildings, use of utensils, equipment, machinery, tools, supplies, materials, insurance, drugs and medicines and of clothing, uniforms, and all other articles or things belonging to the Hospital.

## **ARTICLE C – UNION COMMITTEES AND REPRESENTATIVES**

### **C.1 Union Representatives**

There shall be one (1) Site Vice President from KGH site or HDH site. It being understood that the site VP will be from the opposite site of the Bargaining Unit President. In the event of a vacancy at a site for a Site Vice President, the Bargaining Unit President shall notify the Hospital of the name of the nurse responsible to cover or fill such vacancy.

There shall be seven (7) nurse representatives from the HDH site and forty (40) nurse representatives from the KGH site; with not more than one (1) representative from each unit.

The Union will provide the Hospital in writing with the names of the representatives and the areas they represent.

### **C.2 Negotiating Committee**

In accordance with Article 6.02 (a), there shall be a Negotiating Committee of eight (8) Bargaining unit employees; which will include the Bargaining Unit President and the Site VP.

### **C.3 Grievance Committee**

In accordance with Article 6.02 (b), there shall be a Grievance Committee composed of four (4) nurses, including the Bargaining Unit President. Each party may have alternates to replace a member from time to time.

C.4 Hospital-Association Committee

This Committee shall be composed of up to six (6) employees in total, including the Bargaining Unit President and the Site VP, a minimum of four (4) from the KGH site and a minimum of two (2) from the HDH site, with equal representation from the Hospital. When a regular employee is not available she/he may be replaced by an alternate appointed by the Union. Any other person may attend by agreement of the parties.

C.5 Occupational Health and Safety Committee

Hotel Dieu Hospital Site

The Hospital will recognize one (1) bargaining unit employee(s) of the Joint Occupational Health and Safety Committee. When a regular member of the Committee is not available, she/he may be replaced by an alternate, appointed by the Union.

Kingston General Hospital Site

The Hospital will recognize three (3) bargaining unit employee(s) of the Joint Occupational Health and Safety Committee. When a regular member of the Committee is not available, she/he may be replaced by an alternate, appointed by the Union.

Belleville Satellite Dialysis Site

The Hospital will recognize one (1) bargaining unit employee(s) of the Joint Occupational Health and Safety Committee. When a regular member of the Committee is not available, she/he may be replaced by an alternate, appointed by the Union.

C.6 Professional Development Committee

In accordance with Article 9.02(a), there shall be a Professional Development Committee (ONA Education Committee) of not more than four (4) bargaining unit representatives.

C.7 Scheduling Committee

There shall be a Scheduling Committee comprised of four (4) Union representatives and four (4) Hospital representatives. Employees who are members of this Committee will be paid for all time in attendance at committee meetings.

The Committee will meet at least quarterly. Meetings will be prescheduled on a yearly basis on mutually agreed upon dates and times.

A copy of all unit master rotation will be sent electronically to the Committee no later than February 1<sup>st</sup> of each year.

Purpose of the Committee:

- (a) To discuss, identify and assist in the resolution of scheduling concerns;
- (b) To review all new and revised master schedules to ensure compliance with the collective agreement; such schedules will be sent to the committee members one (1) week in advance of the meeting;
- (c) To review all requests for innovative schedules on any unit in accordance with Article 13.03.

## **ARTICLE D – LEAVE OF ABSENCE – UNION BUSINESS**

- D.1
- (a) Leave of Absence without loss of seniority shall be granted to employees who are elected or appointed to represent the local Union. Not more than five (5) full time employees and four (4) part time employees will be considered for any one (1) period of time and no more than one (1) full time employee and one (1) part time employee from any one nursing unit. All such leave shall not exceed a total of one hundred (100) working days in any one (1) calendar year.
  - (b) All requests must be submitted in writing at least two (2) weeks in advance except in extenuating circumstances. Where the Union is aware of the need for leave prior to the posting of the schedule, it will endeavour to advise the Hospital. A written response to the employee requesting such leave will be provided in five (5) working days.

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

D.2 **Local Co-ordinator Leave**

The Hospital agrees to grant leaves of absence, without pay and without loss of seniority, to nurses elected to the position of Local Co-ordinator. All requests for leaves of absence be submitted in writing at least two (2) weeks in advance, where possible . A written response to the employee requesting such leave will be provided in five (5) working days. Such leave shall not exceed a total of thirty (30) working days in any one (1) calendar year.

D.3 **Bargaining Unit President Leave**

- (a) A nurse elected or appointed as the Bargaining Unit President will, on written application to the Hospital, be granted a leave of absence for the term of her/his office.
- (b) If the nurse was a full-time employee prior to becoming the Bargaining Unit President, she/he will continue to be considered full-time. If the nurse was a part-time employee prior to becoming the Bargaining Unit President, she/he will be considered full-time with all of the full-time benefits, including vacation, under the Collective Agreement, during the term of office.



- (c) The nurse must take her/his full vacation entitlement off during the vacation year, if unable to do so then she/he will be allowed to carry over as per the current collective agreement.
- (d) The nurse will accrue service and seniority as applicable.
- (e) The Bargaining Unit President will continue to follow their current schedule, (11.25 hours or 7.5 hour tours). If the elected nurse was part-time prior to becoming the Bargaining Unit President, she/he will choose which schedule to follow,(11.25 or 7.5).
- (f) The Union will reimburse the Hospital for all hours paid in a calendar month except for forty-five hours per calendar month. These hours will be paid by the Hospital. The Hospital will bill the ONA local each month for the Union's portion.
- (g) The Bargaining Unit President will remain on the premium pay call in list for additional tours.
- (h) Upon completion of a nurse's term of office, she/he shall return to her/his former position and classification. If the nurse's position is eliminated, the nurse shall participate in the layoff process, as set out in the collective agreement.

#### D.4 Site Vice- President Leave

The Site Vice - President will be provided two (2) days paid per month to attend to union business.

When the Site VP, or her/his designate are required by the Hospital and/or requested by the member to attend Labour related meetings outside of their normal working tour, they will be entitled to accumulate such hours at regular time to be taken at a later mutually agreeable date.

- D.5 Requests for time off during regular working hours for Association business as defined in Article 6 of the central collective agreement shall be submitted to the Unit Manager or designate, of the meetings held during regular working hours involving nurses with directions to have the nurse(s) involved released from her/his duties.

For meetings outside of a nurse(s) normal working tour, they will be entitled to accumulate such hours at regular time to be taken at a later mutually agreeable date. Casual employees shall be paid her/his straight hourly rate.

### **ARTICLE E - INTERVIEW**

- E.1 The Hospital allows a designated representative of the local Union a maximum of 30 minutes during orientation to interview new employees.

The Hospital shall provide the Association with a list of new hires and their addresses at the time the Hospital remits dues to the Association following the hiring of the nurse. The Association agrees to indemnify the Hospital and save it

harmless from any action arising out of the provision of the nurse's address to the Association.

## **ARTICLE F - SENIORITY LISTS**

F.1 Seniority lists shall be posted electronically in January and July of each year and shall contain the following information:

Full Time - Name, hire date, seniority in years, organizational unit;  
Part Time - Name, hire date, number of hours, seniority in years, organizational unit.

Additionally the bargaining unit president and site VP/designate will receive an electronic copy.

## **ARTICLE G - REST PERIODS**

G.1 The Hospital shall provide two (2) rest periods in each tour; one (1) rest period in the first half of each tour and one (1) rest period in the second half of each tour. These rest periods shall be taken as close to the mid-point in the half tour as possible. The duration of the rest period will be set out in Article 13 of the Central Collective Agreement. Rest periods may be combined by mutual agreement.

## **ARTICLE H – SCHEDULING**

H.1 (a) Each full-time staff nurse staff will be assigned a slot on the master rotation. Slots on the master rotation shall be determined by seniority. A copy of the current permanent master rotation shall be posted by January 15<sup>th</sup> for each year.

The staff will be given an opportunity to provide input thirty (30) days prior to any changes being made to the existing master rotation.

(b) An individual's line on a master rotation shall not be changed without prior discussion between the employee affected and her or his immediate supervisor.

(c) Where full time master line becomes vacant (excluding temporary vacancies) on a unit, requests may be submitted by an employee in writing for consideration of transferring to the vacant line in the rotation. Considering appropriate skills and ability, the transfer may be granted to such employee on the affected unit prior to filling the vacancy. Where conflict arises between two or more qualified employees, seniority will govern.

(d) The Bargaining Unit President will be provided with a copy of all current master rotations no later than January 15<sup>th</sup> in each year.

H.2 (a) Work schedules shall be posted at least two (2) weeks in advance to cover at minimum a four (4) week period. The Hospital shall post the new schedules on Fridays. For employees scheduled in the Resource Pool, the schedule will be posted one (1) week in advance.

- (b) The parties agree to post the summer schedule in June of each year to cover the full months of July and August. The finalized dates will be established each year no later than the December HAC meeting for the following year.
- (c) At the time of posting, a copy of all schedules will be given to the Bargaining Unit President and Site VP at their respective sites.
- (d) Prior to altering the starting or finishing times in any unit, or prior to introducing different tours on a unit, the Bargaining Unit President or Site VP shall be notified.

H.3 After the schedule has been posted an employee may be permitted to switch her/his scheduled hours of work with the scheduled hours of work of another employee provided the employee finds her/his own replacement with comparable skill. The employee's request for the shift switch must be made in advance of the scheduled hours of work to her/his Unit Manager or designate for approval. Such approval shall not be unreasonably withheld. Such arrangement will not result in requirements of any premium payment by the Hospital.

H.4 Requests for specific days off are to be submitted at least two (2) weeks in advance of the schedule being posted.

H.5 For the purpose of Article 14.15 the weekend premium shall be paid from 2300 hours on Friday until 2300 hours on Sunday.

H.6 For the purpose of Article 14.10 the evening premium shall be paid from 1500 hours to 2300 hours and the night premium shall be paid from 2300 hours to 0700 hours.

H.7 No tours will be split by an unpaid period, other than the normal meal break.

H.8 The day shift is the first shift of the day for scheduling purposes

H.9 Christmas Scheduling

- (a) Employees shall be scheduled off at either Christmas or New Years on an alternating basis.
- (b) Time off at Christmas shall include December 24, 25, 26. Time off at New Years shall include December 31 and January 1. The Hospital will schedule not less than five (5) consecutive days off for each employee at either Christmas or New Year, except employees who normally work Monday to Friday and are not normally scheduled to work on a paid holiday. If an employee is so scheduled to work, she or he shall be paid premium pay, in accordance with Article 14.03.

Employees who normally work Monday to Friday may use vacation or lieu time to request up to five (5) consecutive days off during this period. Such request for time off will not be unreasonably denied.

- (c) Nothing shall preclude the above conditions, unless the employee has made a written request for a change and her or his immediate supervisor has agreed in writing.
- (d) Requests for ad\_hoc vacation shall be made in writing to the Unit Manager or designate by October 15th of the given year.
- (e) Notices with respect to time off on Christmas and New Years holidays will be posted by the 1<sup>st</sup> of December each year.
- (f) In order to accommodate variations in a calendar year and the date by which employees must request time off at Christmas and New Years, no less than a four (4) week schedule and no more than an eight (8) week schedule shall be posted prior to November 15, provided the Hospital brings the scheduling concerns to the Hospital Scheduling Committee by the June meeting of each calendar year.
- (g) An employee requesting changes in the Christmas or New Years schedule will follow the process outlined in H.3 and the LOU Re: Shift Exchanges for vacation, Banked Lieu and Banked Overtime secure their own replacement and obtain that employee's agreement in writing. This request will be submitted to the manager for approval.
- (h) It is understood that such an exchange shall have no bearing on her or his alternating Christmas or New Years schedule for the following year.
- (i) The only scheduling regulations that shall apply between December 15th and January 15th are as follows:
  - i) Employees shall not be subjected to short turn around times.
  - ii) Employees on extended tours (excluding 2D2N schedules) shall not be subjected to more than three (3) tours in a row and will be scheduled 48 hours off after three (3) consecutive extended night tours.
  - iii) Inclusive of the preceding and subsequent weekends of December 15 to January 15, employees shall not be required to work more than three (3) consecutive weekends.
  - iv) Employees not on extended tours shall not be subjected to more than seven (7) consecutive days.
  - v) Employees on extended tours shall not be subjected to more than five (5) tours in any seven (7) day period.
  - vi) Employees working extended tours shall be scheduled balancing time off every twelve (12) weeks. Once established the Hospital cannot change the employees balancing time off except by mutual agreement. During the Christmas period the Hospital may change the balancing time off within the pay period.

- vii) Full time employees will not be scheduled for on-call during their five (5) consecutive days off noted in paragraph H.9 (b).
- viii) The Hospital will endeavour to keep the 2D2N scheduling model whole during this period.

Where an employee has been scheduled to work outside the regulations outlined above, she or he shall receive premium payment in accordance with the provisions of Article 14.03 for the hours worked outside this provision.

- (j) Weekend Worker schedules will be maintained throughout the Christmas and New Year period. They will work the holiday or holidays that fall on their weekend to work.

#### H.10

#### Scheduling of Regular Tours (7.5 Hours) – Full time Only

- (a) The normal daily tours are:

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

- (b) The Hospital will schedule full-time employee's shifts so that 50% of an employee's shifts are day shifts.

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

- (c) Normally, full-time schedules shall provide for not more than seven (7) consecutive days of work, as long as four days off are scheduled each fourteen days. In any two week period, at least two consecutive days off will be scheduled. The remaining two days off may be split as determined by Hospital need. Premium pay will be paid for all hours worked on an eighth (8th) consecutive and all subsequent consecutive tours until a day off is received.

- (d) Notwithstanding Article 14.15 of the collective agreement, it is understood that for scheduling purposes, a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.

The above definition of a weekend does not apply for those employees who work a Friday evening and are not regularly scheduled to work more than 1 weekend out of 4 weekends.

- (e) The Employer will endeavour to schedule alternative weekends off. If an employee is required to work on a third or subsequent consecutive weekend of duty, she or he shall receive a premium payment in accordance with the provisions of Article 14.03 for the hours involved, save and except where:
  - i) Such a weekend has been worked by an employee to satisfy specific days off requested by such employee; or
  - ii) Such employee has requested weekend work; or

- iii) Such weekend is worked as a result of an exchange of shifts with another employee.
- (f) An employee requesting evening or night tours on a permanent basis may be granted such request where deemed appropriate by the immediate manager.
- (g) In the case of changes in shifts assigned in accordance with the schedule, there will be an interval of not less than fourteen (14) consecutive hours duration after scheduled days or evenings and at least forty-eight (48) hours following scheduled night shifts.

Where an employee has been scheduled to work outside the regulation outlined above, she or he shall receive premium payment in accordance with the provisions of Article 14.03 for the hours worked outside this provision, save and except where:

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

H.11

- (a) Extended tours/2D2N shall be introduced into any unit when:
  - i) seventy-five percent (75%) of the employees who vote so indicate by secret ballot, and
  - ii) the Hospital agrees to implement the extended tours/2D2N; such agreement shall not be withheld in an unreasonable or arbitrary manner.
- (b) Extended tours/2D2N may be discontinued in any unit when:
  - i) fifty percent (50%) of the employees who vote so indicate by secret ballot, or
  - ii) the Hospital because of:
    - A) adverse effects on patient care;
    - B) inability to provide a workable staffing schedule, or
    - C) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
  - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and,

- ii) where it is determined that the extended tours/2D2N will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.
- (d) Employees wishing to hold a vote to commence or discontinue extended tours/2D2N must provide at least six week's written notice to their immediate supervisor. After the initial vote has taken place, only one further vote may be taken but not before six (6) months has elapsed after the initial vote. There shall be no further votes after the second vote before a period of twelve (12) months has elapsed.
- (e) For clarity Full-time and part-time on the unit are included in the vote for extended tour schedules and only full-time on the unit are included in the vote for 2D/2N schedules.

## H. 12

Scheduling of Extended Tours (11.25 Hours) – Full time Only

- (a) The hours of work for employees working twelve (12) hour extended tours shall be averaged over a specified period of time (i.e. 450 hours in a 12-week period), with balancing time off scheduled every 12 weeks. Once established the Hospital cannot change the employees balancing time off except by mutual agreement. Should the Hospital violate the above the employee shall receive premium payment for all hours worked until such balancing time off is scheduled.
- (b) The normal daily shifts are:
 

DAYS	0700 – 1900 hours
NIGHTS	1900 – 0700 hours
- (c) For Full-time employees, at least 50% of tours scheduled shall be on the day tour except where the employee works a permanent shift or has agreed to work a greater percentage of shift.
- (d) Employees will not work more than three (3) consecutive tours. If an employee works more than three (3) extended tours in a row, the employee shall have forty-eight (48) hours off prior to the next shift. The employee will receive premium pay in accordance with article 14.03.
- (e) Notwithstanding Article 14.15 of the Collective Agreement, it is understood that for scheduling purposes, a weekend consists of sixty (60) consecutive hours off work. This weekend period commences 1900 hours on the Friday shift until 0700 hours on the Monday shift.

All Full-time employees will receive alternate weekends off. An employee will receive premium pay as defined in Article 14 for all hours worked on a third consecutive and all subsequent consecutive weekends worked, save and except where:

- i) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
- ii) Such employee has requested weekend work; or

- iii) Such weekend is worked as the result of an exchange of shifts with another employee.
- (f) An employee will not change tours of duty more than once during a week, unless otherwise agreed by the employee.
- (g) There will be an interval of not less than 12 hours off between shifts worked and 48 hours off following nights. Where the employee does not receive the above premium pay will be paid for all hours worked on the employee's next shift.
- (h) An employee requesting to work night shifts on a regular basis may be granted such request where deemed appropriate by the employee's Unit Manager or designate.

## H. 13

2D2N Scheduling - Full time Only

2D2N rotations are specific rotations where an employee works two (2) twelve (12) hour extended day tours, followed by two (2) twelve (12) hour extended night tours, followed by five (5) scheduled days off. The exception to the five days off will be during the weeks that have the balancing shifts scheduled.

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

- (a) Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid a premium pay for the fifth (5th) consecutive and subsequent day until a day off is scheduled.
- (b) Employees shall not be scheduled to work more than three (3) consecutive and subsequent weekends. If any employee works on a fourth (4th) consecutive and subsequent weekend or any portion of the weekend she/he shall be paid a premium payment as defined in Article 14 for all hours worked until a weekend is scheduled off save and except when:
  - i) Such weekend has been worked by the employee to satisfy specific days off required by such employee; or
  - ii) Such employee has requested weekend work; or
  - iii) Such weekend is worked as the result of an exchange of shifts with another employee.
- (c) All schedules will be done on the basis that each full-time employee will be scheduled for 1950 hours per year. The hospital will schedule eight (8) of the twelve (12) additional balancing tours to achieve these hours on the day shift. These day and or night shifts will be scheduled on the master rotation and scheduled on a Tuesday, Wednesday, or Thursday.

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



## H.14

Weekend Worker

- (a) The Parties agree to a weekend worker schedule. The weekend worker will be scheduled in accordance with Article 13.04 of the Central Collective Agreement with the following conditions applying.
  - i) The Hospital will notify the Union prior to the implementation of a new weekend worker position.
  - ii) Schedules for the period will consist of two (2) 11.25 hour tours weekly which fall within the weekend definition in Article H.10 (d) and will schedule one (1) 7.5 shift each week either Friday or Monday.
  - iii) These positions will not result in the layoff of any full-time or regular part-time registered nurses.
  - iv) If the agreement is not continued by the parties, the incumbents who were permanent employees prior to the agreement will be returned to their former position occupied prior to the posting.
  - v) Either the Hospital or the Union may discontinue this agreement with ninety (90) days notice. The Parties will meet to discuss the discontinuance prior to giving ninety (90) days notice of such discontinuance. It is understood and agreed that such discontinuance shall not be done in an unreasonable or arbitrary manner.

## H.15

On Call Scheduling

- (a) The Hospital will determine areas where on-call scheduling is deemed essential.
- (b) When on-call scheduling is to be introduced into any unit or department, at least sixty (60) days' notice will be provided to nurses on the unit and, the Association will be notified as per Article 18.06 of the central agreement.
- (c) Scheduled standby assignments within a unit will be distributed equitable amongst the full-time and part-time nurses who have the skill, ability, qualifications and experience to cover such standby assignment.
- (d) Standby assignments shall be posted at the same time as the work schedule as per H.2. Employees shall be permitted to exchange their standby assignments.
- (e) When a full-time or part-time nurse is scheduled for standby on a weekend, such standby assignment will be considered a weekend worked.
- (f) When a nurse on standby assignment is required to return to the Hospital between 2300 and 0700 hours and;
  - i) a minimum of four (4) hours; and
  - ii) works to 0300 hours or beyond, and

iii) is scheduled for the next day shift,

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

- (g) A full time employee will not be scheduled for standby on a scheduled day off or a scheduled weekend off, unless mutually agreed between the employee and the Hospital.
- (h) Employees scheduled for standby will be provided with beepers. The number of beepers provided will be discussed between the Hospital/Association.
- (i) The Employer will endeavour to provide an on call room when requested by an employee who is scheduled for standby duty.
- (j) The Employer will endeavour to provide on site parking for employees called in from standby.

#### H.16 Telephone Consultations

Time spent performing telephone consultations will be paid at the rate of one and one-half (1 ½) times the nurse's regular rate of pay for the greater of one-half (1/2) hour per call or the duration of the call. Multiple calls on the same issue shall be limited to two (2) hours. If a call requires a nurse to report to the hospital, she shall receive only call back premium. Standby premium shall cease when the nurse is paid under this Article.

#### H.17 Overtime Tours – (Part-time and Full-time)

- (a) i) When it is necessary to offer full shifts with over-time or premium payment attached, such shifts will be first offered by seniority to full-time, then regular part-time and then casual giving due consideration to provided availability and patient care needs.
- ii) When it is necessary to offer hours that attract over-time or premium payment attached, such hours will be first offered by seniority to those currently working on the unit, full-time, then regular part-time and then casual giving due consideration to provided availability and patient care needs.

If there is no nurse that accepts these hours the hours will then be offered by seniority to full-time, then regular part-time and then casual.

Where an employee chooses to accumulate approved overtime hours in accordance with Article 14.09, and such time is not mutually scheduled off before March 31<sup>st</sup> of the following calendar year in which it was earned, such employee shall be paid for such time.

Accumulated approved overtime hours may be used to keep a nurse's salary whole when a nurse's shift ends early.

- (b) Accumulated approved overtime hours will be paid out at the request of the employees providing the request is made in a timely manner.

H.18

Reassignment of Nurses

The Hospital and the Union recognize that it is a management right to reassign an employee who is scheduled to work in accordance with the provisions of the Central Collective Agreement. The Hospital and the Union agree to implement the following principles if such reassignment occurs:

- (a) Resource Pool nurses.
- (b) Employees working on that unit on the shift may volunteer to be reassigned and the most senior volunteer will be reassigned.
- (c) Should there be no one who volunteers, reassignments will occur in the following order based upon reverse order of seniority, provided the employee possesses the required skill;
  - i) Casual;
  - ii) Regular part-time and full time combined.
- (d) The Hospital will not reassign the permanent Charge Nurse, new employees still in their probationary period or existing employees transferring to a new Unit still in their orientation period.
- (e) The reassigned employee will identify, to the Charge Nurse or Nurse in Charge, her/his skills, experience and orientation needs in relation to duties required on the receiving unit.
- (f) The reassigned employee will be provided with a resource nurse on the receiving unit and an appropriate patient assignment keeping patient care requirements as a first priority.
- (g) The resource nurse will familiarize the reassigned employee to the general functioning of the unit.
- (h) An employee from one unit will not be reassigned to allow time off for another employee on another unit. The Union shall be copied on all reassignment guidelines.

H.19

Shift Cancellation

As contemplated in Article 14.12, in the event of shift cancellation once the shift has commenced, such cancellation shall be in the following order on the unit:

- (a) Nurses on overtime by reverse order of seniority
- (b) Volunteers by seniority(full-time/part-time) offered vacation, unpaid leave or lieu including banked overtime;
- (c) Casual nurses by reverse order of seniority;

- (d) Regular part-time nurses (including Job Sharers) by reverse order of seniority. For clarity regular part-time nurses working a additional tour(s) will be cancelled before a regular part-time nurse who is working a regular scheduled tour on the posted schedule; and
- (e) Full-time nurses by reverse order of seniority.

## **ARTICLE I – REGULAR PART-TIME SCHEDULING AND COMMITMENT**

### **I.1 Scheduling of Regular Shifts (7.5 Hours) and Extended Shifts**

- (a) The normal daily regular shifts (7.5 hours) are:

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

- (b) The normal daily extended shifts are:

DAYS	0700 – 1900 hours
NIGHTS	1900 – 0700 hours

### **I.2 All regular part-time employees must be available to work a posted schedule based on the following commitment:**

- (a) Work every alternate weekend, if required.
- (b) Must be available to work at least forty-five (45) hours per pay period.
- (c) Work if required and scheduled during the five (5) day period over Christmas or New Years.
- (d) Be available to work extended or regular shifts.
- (e) Provided they are qualified, nurse may submit their availability to work additional tours on more than one unit.

### **I.3 Casual Employees**

- (a) Casual employees shall be oriented to a Unit for which they shall be available.
- (b) Casual employees shall provide their availability to their Manager or designate on the day the schedule is posted.

### **I.4 Regular Part-time Scheduling**

- (a) Prior to posting the schedule, all available part-time shifts shall be scheduled equitably based upon hours by seniority to their minimum commitment as per I.2 (b).
- (b) Prior to posting the schedule, once all part-time employees have been scheduled up to their minimum commitment as per I.2 (b), additional shifts shall be scheduled

in order of seniority to those regular part time employees in each unit who have indicated availability beyond level of commitment (BECK).

Regular part time employees who want additional hours in excess of their minimum commitment must so indicate to the Hospital, in writing twice a year (in February, to include prime summer vacation period and September, to include Christmas and New Years) or at time of hire. Changes to availability will only be accepted due to extenuating circumstances. (BECK Form)

- (c) Each part-time nurse shall express their availability for additional shifts (BECK) in hours not number of shifts on the BECK form.
- (d) After the posting of the schedule, shifts that become available for any reason after the schedule has been posted will be offered on the basis of seniority to regular part-time employees on the unit.
- (e) Where no regular part-time unit employee is willing to perform the available work, the shift will be offered to casual unit employees.
- (f) When a regular part-time nurse accepts an additional shift he or she must report for that shift unless arrangements satisfactory to the Hospital are made.
- (g) There will be an interval of not less than 12 hours off between scheduled shifts worked and 48 hours off following nights. Where the employee does not receive the above, premium pay will be paid for all hours worked on the employee's next shift.
- (h) The amount of shift work will be divided as equally as possible amongst nurses.
- (i) Nurses shall not be scheduled to work more than seven (7) consecutive regular (7.5 hour) shifts or three (3) consecutive extended (11.25 hour) shifts. Premium pay will be paid for all hours worked in violation of this provision.  
  
The above will not apply for those nurses who are being oriented by employees on a 2D2N rotation.
- (j) A nurse shall not be scheduled to work more than four (4) consecutive combined tours of 7.5 hour and 11.25 hour. Premium pay will apply for all hours worked on the fifth (5<sup>th</sup>) tour and all subsequent consecutive shifts until a day off is received.
- (k) Notwithstanding Article 14.15 of the Collective Agreement, it is understood that for scheduling purposes, a weekend consists of sixty (60) consecutive hours of work. This weekend period commences 1900 hours on the Friday shift until 0700 hours on the Monday shift.
- (l) If an employee is required to work on a third or subsequent consecutive weekend of duty, she or he shall receive a premium payment in accordance with the provisions of Article 14.03 for the hours involved, save and except where:

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

**I.5 Shifts of Less than Seven and One-Half (7.5) Hours – Applies only to HDH Site, Ambulatory Clinics ONLY at the KGH Site & Cancer Centre**

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

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

**Part-time Commitment for Regular Part Time Employees Hired Prior to April 1, 1982 at KGH site Only**

The employee must be available as required by the Employer to work ten (10) calendar months of the year which must include the following conditions:

- (a) one (1) weekend in (4), if required;
- (b) two (2) tours per week. For this purpose a week is defined as Monday through Sunday inclusive.
- (c) Either Christmas or New Year's Day if required and scheduled;
- (d) Be available to work extended or regular tours

**ARTICLE J – UNION BUSINESS & BULLETIN BOARDS**

- J.1 The Hospital shall provide bulletin boards with keys upon which the Union shall have the right to post notices subject to the approval of the Hospital prior to the posting.

Requests for additional bulletin board space (outside of existing glassed boards) will not be declined in an unreasonable or arbitrary manner.

- J.2 The Hospital agrees to provide a bulletin board as a place for the Association to post Association business. The Association agrees that no material will be posted other than that pertaining to Association business and nothing will be posted that is contrary to the interests or reputation of the Kingston Health Science Centre. In addition, notices of general and special meetings of the local association may also be posted in each nursing unit.
- J.3 The Hospital will provide a centralized mail pick-up for Ontario Nurses' Association business at a mutually agreed place at each site in the Hospital.
- J.4 The Hospital agrees to provide:
- (a) A locked Union office space for the Bargaining Unit President and Site VP at each site;
  - (b) Wireless computer access for the Bargaining Unit President and Site VP; and
  - (c) One voice mail for Bargaining Unit President and Site Vice-Presidents through one phone extension at each site.
- J.5 All correspondence sent by the Hospital to the Union shall be sent to the chartered Local.

#### **ARTICLE K - PAID HOLIDAYS**

- K.1 The Hospital agrees to recognize the following paid holidays:
- |                                     |                             |
|-------------------------------------|-----------------------------|
| January 1 (New Year's Day)          | Civic Holiday               |
| Family Day (3rd Monday in February) | Labour Day                  |
| Good Friday                         | Thanksgiving Day            |
| Easter Monday                       | Victoria Day                |
| 3 <sup>rd</sup> Monday in November  | December 25 (Christmas Day) |
| July 1st (Canada Day)               | December 26 (Boxing Day)    |
- K.2 The parties hereto recognize that the Hospital must extend daily service to patients and that it is therefore necessary to retain a portion of employees at work on holidays. If another day is substituted by statute or decree, or by mutual agreement between the parties for observance of any of the holidays listed in the section, the day of observance so substituted shall be deemed to be the holiday for purposes of this section.
- K.3 If a full time employee qualifies under the provisions of Article 15 of the Collective Agreement, she or he will receive a lieu day off, such lieu day to be granted at a mutually agreed upon time within ninety (90) calendar days following the paid holiday.

Requests for lieu days will not be unreasonably denied and will not be designated. Where an employee is entitled to a lieu day off with pay, and such day is not mutually scheduled off before March 31<sup>st</sup> of the following calendar year in which it was earned, such employee shall be paid for the day at their regular rate of pay.

Requests shall be granted on a first come, first served basis. Where there is more than one (1) request received on the same day based on the first come first served basis, approval(s) will be granted to the most senior employee(s).

The manager will date requests received at the end of each business day except holidays and weekends which will be dated the business day following the holiday or weekend.

K.4 A tour that begins or ends during the 24 hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.

K.5 When an employee is scheduled off on a paid holiday which occurs on a Monday or a Friday, the Hospital shall endeavor to schedule the employee off the Saturday and Sunday and in conjunction with such holiday. When an employee is scheduled to work on a paid holiday which occurs on a Monday or a Friday, the Hospital shall endeavor to schedule the employee to work on the Saturday and Sunday.

**ARTICLE L - VACATIONS**

L.1 The vacation year shall be April 1 to March 31.

L.2 A nurse may carry over no more than one hundred and fifty (150) hours of accrued vacation into the following vacation year. Any vacation time in excess of one hundred and fifty (150) hours will be paid out the pay period following March 31<sup>st</sup>.

L.3 An employee may cancel approved vacation with a minimum of fourteen (14) days notice prior to the posting of the schedule for which the vacation is to be taken.

L.4 Regular part-time nurses shall be granted unpaid vacation in accordance with Article 16.06.

L.5 Vacation Requests

(a) Vacations will be scheduled bi-annually at times mutually convenient to the Hospital and the employee. Up to and including February 15<sup>th</sup> and August 15<sup>th</sup> dates of a given year, employees shall note their 1<sup>st</sup> and 2<sup>nd</sup> choices for vacation in writing (including alternatives, if they so wish) and shall be given preference as to their selection of vacation on the basis of their Hospital seniority in the unit.

Submission Deadline

Vacation Period

February 15<sup>th</sup>  
August 15<sup>th</sup>

May 1<sup>st</sup> to October 31<sup>st</sup>  
November 1<sup>st</sup> to April 30<sup>th</sup>

Vacation requests presented prior to February 15<sup>th</sup> will be considered for the period from May 1<sup>st</sup> to October 31<sup>st</sup> of the current year. Vacation requests presented prior to August 15<sup>th</sup> will be considered for the period from November 1<sup>st</sup> of the current year to April 30<sup>th</sup> of the following year. After the February 15<sup>th</sup> and August 15<sup>th</sup> dates, employee request shall be granted on a first come, first served basis.

Where the Hospital determines that vacation becomes available after the vacation schedule is posted, the Unit Manager or designate will offer the



time in order of seniority to employees who requested and were denied these days in the annual vacation request process. Employees may not cancel vacation to exercise this option. If all employees decline the option to take vacation during the time offered, the process will revert to first come, first served basis.

- (b) Vacations requested prior to February 15<sup>th</sup> shall be posted by March 31<sup>st</sup>. Vacations requested prior to August 15<sup>th</sup> shall be posted by September 30<sup>th</sup>. The Unit Manager or designate will respond to all other vacation requests, in writing/electronically, within fourteen (14) days of such written/electronic request. Explanation of how vacation requests are approved will be provided upon the request of the employee.
- (c) A full time or part-time employee who would otherwise be scheduled to work on a weekend may not request more than five (5) such scheduled weekends for vacation during such calendar year, provided that a block of vacation of one (1) week or more will not be included in the above.

In addition to the above, full-time DDNN schedule employees may request a minimum of two (2) partial week-ends (where scheduling permits the Hospital shall offer additional week-ends) provided that a block of vacation of one (1) week or more will not be included in the above.

- (d) Employees on each Unit and the Bargaining Unit President and Site VP at the respective sites will be advised of the minimum vacation and lieu quotas on their unit prior to February 1<sup>st</sup> of each year. Both the lieu and vacation quotas are considered to be minimums. Employees may request additional vacation and lieu time within the appropriate request time prior to the schedule being posted. If, operationally, there is an ability to approve more time off the manager or designate will do so. Approval of additional time will not be unreasonably denied.
- (e) Prime time summer vacation will be the period between June 15<sup>th</sup> and September 15<sup>th</sup> of each year.
- (f) The maximum number of vacation days that may be granted to any employee during prime time shall be no more than sixty percent (60%) of their annual entitlement. In units operating less than seven (7) days per week, requests for a whole week (7 calendar days) of vacation will take precedent over single day requests. For units which operate seven (7) days a week preference for two (2) or more consecutive shift requests will take precedent over single days.
- (g) In order to allow effective vacation planning, employees are encouraged to book 100% of their annual vacations through the bi-annual vacation booking process.

## **ARTICLE M – VIOLENCE IN THE WORK PLACE**

### **M.1 (a) Definition of Violence**

Violence is any actual, attempted or threatened or implied conduct of a person that causes or is likely to cause physical and/or psychological

trauma/ harm/injury/illness or that gives a person reason to believe that s/he or another person is at risk of and/or psychological trauma/harm/ injury/illness. The Hospital agrees that such incidents will not be condoned. Any employee who knows of violence or potential violence shall report this to a supervisor who will make every reasonable effort to rectify the situation.

(b) Violence Policies, Measures and Procedures

The Hospital agrees to develop, maintain, implement and ensure compliance with formalized policies and procedures updated and amended in consultation with the Joint Health and Safety Committee (JHSC) to deal with workplace violence. The policies will address prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees and supervisors.

(c) Notification to the Union

The Hospital will inform the Union and the site specific JHSC within three (3) days of any employees who has been subjected to violence while performing his/her work who has provided consent for the release of information. The information provided will include the affected employee, the unit/dept where it occurred, a narrative description of what occurred and the resulting injury classification.

All other required notices provided by the Hospital to the Union and/or JHSC will in accordance with section 51 of the Occupational Health and Safety Act.

(d) Function of Joint Health and Safety Committee

The Hospital will report all incidents of violence to the JHSC for review.

(e) Staffing Levels to deal with Potential Violence

The Employer agrees that, where there is a known increased risk of violence, an adequate level of trained staff should be present to protect employees.

(f) Training

The Hospital agrees to provide mandatory paid education, 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 the orientation and updated as required.

For employees required to work in the community this training will include instruction in guidelines for community safety and will be provided during the orientation period and updated as required to the unit/service area.

- (g) The Employer in consultation with the JHSC or health and safety representative, shall develop and implement effective flagging policies and procedures regarding persons with a history of violent behaviour.
- (h) The Employer, in consultation with the JHSC or health and safety representative, shall develop and implement an effective control measures and procedures for employees who witness, or become aware of assaults or are assaulted, to summon immediate assistance.

The Employer in consultation with the JHSC or health and safety representative, will ensure there are an adequate number of well-trained security guards at each site/or police assistance who will respond to all code whites and who can immobilize and detain/restrain a patient as needed.

- (i) 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 victims recover from such incidents.

- (j) Damage to Personal Property

The Hospital will provide reimbursement for replacement of damages incurred to the employee's personal property as a result of being assaulted while performing her/his work. The employee will endeavour to present her/his claim to the Hospital with seven (7) days of the event unless impossible to do so during this period.

## **ARTICLE N- JOB SHARING**

- N.1 If the Hospital and the Association agree to a job sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following conditions shall apply unless otherwise agreed to by the parties:
- (a)
    - i) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
    - ii) When a full-time or regular part-time position is vacated as a result of the incumbent becoming a job sharer, the vacancy shall be posted as a permanent vacancy.
    - iii) It is agreed that when a nurse requests to job share her/his full-time position on a temporary basis, the parties will meet to consider such request.
  - (b) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Program Manager of the Unit.
  - (c) The above schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.

- (d) Each job sharer may exchange shifts with her/his partner, as well as with other nurses as provided by the Collective Agreement.
- (e) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.
- (f) Scheduling of extra shifts for job-sharers shall be in accordance with Article I.4
- (g) Coverage
  - i) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
  - ii) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-Time and Part-Time Agreements:  
  
In the event that one member of the job sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

#### Implementation

- (h) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreements.
- (i) Any incumbent full-time nurse wishing to share her/his position, may do so without having her/his half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (j) 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 nurse will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

#### Discontinuation

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

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

## **ARTICLE O – WORKPLACE SAFETY AND INSURANCE BOARD AND RETURN TO WORK**

- O.1 (a) The Hospital will provide to the Association, a monthly list of all nurses on modified work programmes and LTD at the beginning of each month.
- (b) The Hospital agrees to provide the nurse with a copy of the Workers' Safety and Insurance Board (WSIB) Form 7 at the same time as it is sent to the Board. The Hospital agrees to provide a copy of this form to the Association.

- O.2 The Hospital will communicate the WSIB surcharge rebate summary information to the Joint Health and Safety Committee in the scheduled meeting immediately following the Hospital's receipt of the information from WSIB.

### O.3 Early and Safe Return to Work

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

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

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

- i) Employees absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits;
  - ii) Employees absent from work because of disability who are in receipt of Long Term Disability benefits including last day worked; and
  - iii) Employees who required temporary or permanent accommodation in the workplace.
- (b) It is understood that it is the obligation of the disabled employee in receipt of short-term or long-term disability benefits to ensure the Hospital's Occupational Health Department is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.

- (c) The Occupational Health Department will discuss the needs of employees for accommodation as soon as possible with their respective manager or designate, and the Union will advise the RWC as soon as possible when return to their original position or unit has not occurred. The Occupational Health Department in consultation with the Union representative will examine opportunities for temporary accommodation until such time as an appropriate permanent accommodation is determined.
- (d) The Hospital will advise the Union of offers permanent accommodation within or outside the bargaining unit.
- (e) The parties recognize that more than one employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the Hospital will consider the skills, ability and experience of the employees and will also consider ability to acquire skills, seniority and path of least disruption in the workplace.
- (f) The committee will monitor the status of accommodated employees and the status of employees awaiting accommodation. The committee will review any circumstances where attempts to accommodate an employee have proven unsuccessful.
- (g) Before posting, the Hospital's People Services department will examine all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to their home unit after the following options have been exhausted:
  - i) Original position.
  - ii) Original unit.
  - iii) Original unit/position with modifications to the work area and/or equipment and/or the work arrangement.
  - iv) Alternate positions outside the original unit.
- (h) Where such vacancies are within the bargaining unit, the Hospital will consult with the Union on the feasibility of an accommodation giving consideration to all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of patients and employees working in the unit.
- (h) Whether or not the parties agree to waive the posting procedure in order to facilitate an accommodation and whether or not the position is within the bargaining unit, the parties including the Labour Relations Officer will sign an agreement containing the details of the accommodation. The parties may also agree to a written agreement for temporary accommodation of extended duration.
- (i) The home position of a nurse who needs permanent accommodation may be posted under the following circumstances:
  - i) the employee is permanently accommodated in another position or arrangement;

- ii) the weight of the medical evidence establishes that there is no reasonable prospect of a return to her/his original position in the foreseeable future;
- iii) the Hospital may elect to fill the disabled employee's home position by posting a temporary to permanent vacancy:
  - A) In so selecting, the position will be filled in accordance with the job posting provisions of the collective agreement.
  - B) If and when it is confirmed that the disabled employee cannot return to her/his original position, the position may be offered to the incumbent on a permanent basis.
  - C) Where a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
  - D) Filling of a disabled employee's home position does not remove the parties' duty to accommodate that employee.

#### **ARTICLE P – MUSCULOSKELETAL INJURY PREVENTION AND CONTROL**

- P.1 The hospital in consultation with the Joint Health and Safety Committee (JHSC) shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices and training for the health and safety of employees.
- P.2 At least once a year, the musculoskeletal prevention and control measures, procedures, practices, and training shall be reviewed and revised in the light of current knowledge and practice.
- P.3 The review and revision shall be done more frequently than annually if,
  - (a) the Hospital, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or
  - (b) there is a change in circumstances that may affect the health and safety of an employee.
- P.4 The Hospital will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation and thereafter as required.

#### **ARTICLE Q – NEEDLESTICK AND SHARPS SAFETY**

- Q.1 Where employees may be exposed to a blood borne pathogen, the Hospital, with the input of the Joint Health and Safety Committee (JHSC), shall identify existing or potential exposure risks and develop and implement an exposure control plan, designed to eliminate or reduce to the lowest feasible extent actual or potential exposure.

- Q.2 The Needlestick Injury Prevention Program shall include a sharps injury log that contains detailed information including the type of device involved, the manufacturer, brand and model, the department or work area where the exposure occurred and an explanation of how the incident occurred.
- Q.3 The Needlestick Injury Prevention Program shall be reviewed regularly by the JHSC and updated at least annually, to reflect changes in technology and practices that will help eliminate exposure to blood borne pathogens. The Hospital shall ensure that the Needlestick Injury Prevention Program is accessible to and communicated to all employees.
- Q.4 The Hospital shall, in consultation with the JHSC endeavour to eliminate employee exposure or minimize it to the lowest feasible extent through the use of engineering controls.
- Q.5 Where exposure or the risk of exposure cannot be eliminated by the use of engineering controls, the Hospital shall use administrative controls to further reduce exposure or the risk of exposure to the lowest feasible extent.
- Q.6 Where exposure or the risk of exposure cannot be eliminated by the use of engineering controls and administrative controls, the Hospital shall provide personal protective equipment.
- Q.7 The Hospital shall provide employees with mandatory training on the Needlestick Injury Prevention Program.
- Q.8 The Hospital shall ensure the adoption of measures to ensure the timely provision of post-exposure medical attention to any employee who receives a sharps injury. The Hospital also shall ensure that a post-exposure protocol is accessible and is communicated to all employees.

#### **ARTICLE R – REPORTING SICK**

- R.1 Employees reporting sick will observe the following procedure:
- (a) Employees taking ill or suffering an accident during working hours, will notify their immediate supervisor before leaving their duties.
  - (b) Where the illness or accident takes place at times other than the employee's normal working hours, the employee will notify her or his immediate supervisor or designate, as soon as possible but in any event, not less than one (1) hour prior to the day shift and four (4) hours for all other shifts. Except in circumstances beyond the control of the nurse that prevents notification.
  - (c) Prior to resuming work, following sick leave, the employee will provide reasonable notice to her or his nursing unit

#### **ARTICLE S – MISCELLANEOUS**

##### **S.1 Notification of Unsuccessful Applicants**

The parties agree that any unsuccessful candidate for an ONA job posting will be so notified, in writing, no later than three (3) business days after the successful candidate has accepted the position.



S.2 The word "Nurse(s)" when used in this appendix shall mean person(s) described in in Appendix 5, Article A.

S.3 Tour - Where the word "tour" is used in this Agreement, it is to be read as synonymous with the word "shift".

S.4 Regular Part Time Voluntary Benefits – Process for Payment

The Hospital agrees to provide part-time employees 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 employees who participate will assume 100% of the monthly premiums.

Any part time employee who wishes to participate will make the required contributions through payroll deduction on the first pay of the month.

The Hospital will notify the Union and all participating employees of the benefit costs in April of each year, and each and any time the benefit costs are changed by the carrier.

S.5 Retiree Benefits – Process for payment

Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in article 17.01(h) will provide advance payment of the benefits through automatic withdrawal.

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

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

S.6 Dues deduction list shall contain the following information: new hires, terminations, leave of absence, transfers - full-time, part-time. A copy of the dues deduction list will be sent to the ONA Bargaining Unit President monthly.

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

S.7 Pre – Paid Leave

A maximum of twenty (20) employees may be away from the Hospital at any one time. The distribution of these employees will be determined in a fair and equitable manner in accordance with staffing levels at the discretion of the Hospital. The parties agree to review the number of employees who may access the prepaid leave plan each calendar year.

**ARTICLE T - MALPRACTICE AND PROFESSIONAL LIABILITY INSURANCE**

T.1 The Hospital agrees to provide adequate insurance coverage at its expense to cover employees in the event of a legal action brought against an employee or

employees for malpractice or negligence in the performance of any duties which are in the course of her/his employment with the Hospital.

- T.2 The Employer will provide an information pamphlet on the Hospital's liability insurance policy.

#### **ARTICLE U- CHANGES TO STAFF COMPLEMENTS**

- U.1 The Hospital and Union will discuss the transfer of employees from another agency to the Hospital or from the Hospital to another agency whenever a proposal has been made to merge, consolidate or integrate services from one agency to another.
- U.2 Where the employees of such other agency are represented by the Union, such discussions may take place in conjunction with the other agency and representatives of the employees affected.
- U.3 Discussions will include but not be restricted to seniority and service.

#### **ARTICLE V - UNIFORMS**

- V.1 Every reasonable effort will be made by the Hospital to provide proper accommodation for employees to keep their clothes and to change into and out of uniforms.
- V.2 Employees are required to store all clothing items in secured areas as designated by the Hospital.
- V.3 The Hospital shall provide scrubs for nurses as per the Hospital's policy.

#### **ARTICLE W – ELECTRONIC GRIEVANCE FORMS**

- W.1 The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1 of the Hospital Central Agreement).
- W.2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- W.3 Electronic grievances may be sent, via email to the applicable Unit Manager or designate and to People Services.
- W.4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- W.5 The grievor(s) will provide written/email permission to file a grievance at the time the grievance is filed and the Association undertakes to obtain the signature of the grievor(s) on the copy of the electronic version.

#### **ARTICLE X– NURSE PRACTITIONER/RN (EC) AND CLINICAL NURSE SPECIALIST (CNS)**

- X.1 A full time Nurse Practitioner/RN (EC)/and Clinical Nurse Specialist (CNS) will be compensated on the basis of a normal work week, which consists of thirty-seven and one-half (37.5) hours.

X.2 Due to the nature of the work of the Nurse Practitioner/RN (EC) and Clinical Nurse Specialist (CNS) there will be flexible scheduling of hours in accordance with his/her patient load and job responsibilities. The Nurse Practitioner/RN (EC) and Clinical Nurse Specialist (CNS) will adjust his/her schedule to compensate for the variations in the patient load and job responsibilities. The Nurse Practitioner/RN(EC) and Clinical Nurse Specialist (CNS) and Director or designate will maintain communication regarding the flexible scheduling, and final approval remains with the Director or designate.

X.3 The Nurse Practitioner/RN (EC) and Clinical Nurse Specialist (CNS) who is authorized and works in excess of seventy-five (75) hours bi-weekly shall have the option of electing payment at the applicable premium rate. Hours worked in excess of seventy-five (75) hours bi-weekly 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/ RN (EC) and Clinical Nurse Specialists (CNS) and his/her Director or designate, as per Article 14.09 of the Collective Agreement.

Dated at Kingston this 23 day of January, 2020.

FOR THE HOSPITALS

FOR THE UNION

“Sandra Carlton”

“Mandy Wilson”

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\_\_\_\_\_

Labour Relations Officer

“Clarence Willms”

“Annette Saccon”

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“Laurie Hutchinson”

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“Mary Anne Good”

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**APPENDIX “3” SALARY SCHEDULES  
KINGSTON HEALTH SCIENCES CENTRE**

**Note: the parties agree that the wage grids will be adjusted according to the increases reflected in the Hospital Central Collective Agreement expiring March 31, 2020 and that all movement to new wage grids will become effective date of the award.**

**Registered Nurse/**

	Effective <u>April 1, 2018</u>	Effective <u>April 1, 2019</u>
Start	32.66	33.23
1 Year	32.81	33.39
2 Years	33.36	33.94
3 Years	35.00	35.62
4 Years	36.66	37.30
5 Years	38.72	39.40
6 Years	40.80	41.52
7 Years	42.89	43.64
8 Years	45.94	46.75
25 Years	46.76	47.57

**Note – Temporary Class Certificate of Registration will be placed at the RN Start Rate**

**Team Leader**

	Effective <u>April 1, 2018</u>	Effective <u>April 1, 2019</u>
Start	\$34.69	\$35.30
1 Year	\$34.84	\$35.45
2 Years	\$35.39	\$36.01
3 Years	\$37.03	\$37.68
4 Years	\$38.68	\$39.36
5 Years	\$40.75	\$41.46
6 Years	\$42.83	\$43.58
7 Years	\$44.92	\$45.71
8 Years	\$47.97	\$48.81
25 Years	\$48.78	\$49.63

**Charge Nurse Permanent**

	Effective <u>April 1, 2018</u>	Effective <u>April 1, 2019</u>
Start	\$34.69	\$35.30
1 Year	\$34.84	\$35.45
2 Years	\$35.39	\$36.01

3 Years	\$37.05	\$37.70
4 Years	\$38.85	\$39.53
5 Years	\$41.01	\$41.73
6 Years	\$43.26	\$44.02
7 Years	\$45.41	\$46.20
8 Years	\$48.63	\$49.48
25 Years	\$49.50	\$50.37

### **Infection Control Practitioner**

	Effective <u>April 1, 2018</u>	Effective <u>April, 2019</u>
Start	\$ 40.77	41.48
1 Year	\$ 41.70	42.43
2 Years	\$ 42.63	43.38
3 Years	\$ 43.59	44.35
4 Years	\$ 44.58	45.36
5 Years	\$ 45.58	46.38
6 Years	\$ 46.60	47.42
7 Years	\$ 47.66	48.49
8 Years	\$ 48.73	49.58
25 Years	\$ 49.83	50.70

**Clarity Note: Incumbents, Jacqueline Potter's current wage rate would coincide with the after 25 year wage rate and would be green circled. Wendy Benn- Abrams would be placed at the after 2 year rate at \$43.38 (April 1, 2019) on the proposed wage grid.**

### **Nurse Educator,-Clinical Learning Specialist**

	Effective <u>April 1, 2018</u>	Effective <u>April 1, 2019</u>
Start	\$35.39	\$36.01
1 Year	\$35.59	\$36.21
2 Years	\$36.18	\$36.81
3 Years	\$38.06	\$38.73
4 Years	\$39.87	\$40.57
5 Years	\$42.11	\$42.85
6 Years	\$44.40	\$45.18
7 Years	\$46.68	\$47.50
8 Years	\$49.97	\$50.84
25 Years	\$50.86	\$51.75

**First Assist/ Clinical Nurse Specialist**

	Effective <u>April 1, 2018</u>	Effective <u>April 1, 2019</u>
Start	\$38.21	\$38.88
1 Year	\$38.46	\$39.13
2 Years	\$39.01	\$39.69
3 Years	\$41.07	\$41.79
4 Years	\$43.04	\$43.79
5 Years	\$45.45	\$46.25
6 Years	\$47.92	\$48.76
7 Years	\$50.33	\$51.21
8 Years	\$53.90	\$54.84
25 Years	\$54.86	\$55.82

**Note:** Those current KGH site Clinical Nurse Specialists making more than the 25 year rate will be green circled at their current rate. For clarity they will continue to receive ATB general wage increases including retro activity to April 1, 2019 of 1.75%.

All other Clinical Nurse Specialist will be placed on the above grid at a level that will provide them with an increase in wage rate and will progress through the grid according to the collective agreement.

**Nurse Practitioner (Extended Class)**

	Effective <u>April 1, 2018</u>	Effective <u>April 2019</u>
Start	\$49.47	\$50.34
1 Year	\$50.59	\$51.48
2 Years	\$51.73	\$52.64
3 Years	\$52.90	\$53.83
4 Years	\$54.09	\$55.04
5 Years	\$55.31	\$56.28
6 Years	\$56.56	\$57.55
7 Years	\$57.84	\$58.85
8 Years	\$59.14	\$60.17
25 Years	\$60.47	\$61.53

Nurse Practitioners will be placed on the above grid at a level that provides an increase in wage rate and progress through the grid according to the collective agreement. For clarity the KGH Site NPs will receive ATB general wage increase of 1.75% retro activity to April 1, 2019.

**LETTER OF UNDERSTANDING**

**Between**

**Kingston Health Sciences Centre  
(the "Hospital")**

**And**

**The Ontario Nurses Association  
(the "Union")**

RE: Internship Program Opportunities

The parties agree to meet, upon request to discuss the possibility of internship for posted positions left vacant due to a skill gap or no qualifications in accordance with Article 9.09 of the collective agreement.

Dated at Kingston this 23 day of January, 2020.

FOR THE HOSPITALS

FOR THE UNION

"Sandra Carlton"

"Mandy Wilson"

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Labour Relations Officer

"Clarence Willms"

"Annette Saccon"

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"Laurie Hutchinson"

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"Mary Anne Good"

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**LETTER OF UNDERSTANDING**

**Between**

**Kingston Health Sciences Centre  
(the "Hospital")**

**And**

**The Ontario Nurses Association  
(the "Union")**

Re: Renal Program Time off Between Shifts

Notwithstanding H.10 (g), for nurses in the Renal Program, a period of twelve (12) hours off shall be scheduled between a change of tours and forty-eight (48) hours off shall be scheduled after nights.

Dated at Kingston this 23 day of January, 2020.

FOR THE HOSPITALS

FOR THE UNION

"Sandra Carlton"

"Mandy Wilson"

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Labour Relations Officer

"Clarence Willms"

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**LETTER OF UNDERSTANDING**

**Between**

**Kingston Health Sciences Centre  
(the “Hospital”)**

**And**

**The Ontario Nurses Association  
(the “Union”)**

RE: Full-Time Weekend Worker Schedule in the Renal Unit

The parties agree that the following will apply to weekend workers in the Renal Unit:

1. A Full-Time weekend worker will be scheduled in accordance with Article 13.04 of the ONA Central collective agreement.
2. H.14 – Weekend Worker of the local provisions will apply with the exception of H. 14 ii).
3. The weekend will be recognized as being Friday and Saturday for these employees only so that Article 13.04 is enabled for them.
4. This agreement in no way redefines the weekend period that has been agreed to by the parties for purposes of premiums, overtime, or any other scheduling provision except the one noted in paragraph #3.
5. Schedules for the period will consist of two (2) 11.25 hour shifts weekly which fall within the weekend definition in paragraph #3, and the Hospital will schedule one (1) 7.5 hour shift each week either on Thursday or Monday.
6. For purposes of Christmas scheduling, weekends will be as follows:

2019 – the weekend will be Saturday and Sunday  
 2020 - the weekend will be Saturday and Sunday

Note: When Christmas Day or New Year’s Day falls on a Sunday, the weekend does not change. When Christmas Day and New Year’s Day does not fall on a Sunday, the Renal Unit will be open on both Sundays of the holiday weeks, and as such the weekend for the weekend worker will be Saturday and Sunday for those two (2) weekends.

Dated at Kingston this 23 day of January, 2020.

FOR THE HOSPITALS

FOR THE UNION

“Sandra Carlton”  
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“Clarence Willms”  
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“Laurie Hutchinson”  
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“Leanne Wakelin”  
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Labour Relations Officer

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**LETTER OF UNDERSTANDING**

**Between**

**Kingston Health Sciences Centre  
(Hereinafter referred to as “the Hospital”)**

**and**

**Ontario Nurses Association  
(Hereinafter referred to as “the Union”)**

RE: HDH Site Part-time Nurses with an Assigned FTE

Nurses at the HDH Site who were hired or posted into a part-time position with an assigned FTE of 0.6 or greater will maintain that status for the period of time the nurse remains in that position. If a part-time nurse posts into another part-time position, she/he will no longer have an assigned FTE and will be considered regular part-time. Furthermore, when the part-time employee vacates his/her position that position if posted will no longer have a FTE assigned to it.

Dated at Kingston this 23 day of January, 2020.

FOR THE HOSPITALS

FOR THE UNION

“Sandra Carlton”

“Mandy Wilson”

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Labour Relations Officer

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**LETTER OF UNDERSTANDING**

**Between**

**Kingston Health Sciences Centre ~~General Hospital~~  
(the "Hospital")**

**And**

**The Ontario Nurses Association  
(the "Union")**

RE: Urgent Care Center – HDH Site

If a nurse(s) works 1600 hrs until 0600 hours or beyond the next day in the Urgent Care Centre and is scheduled to work evenings later that day, she/he shall be granted leave with pay for the first four (4) hours of that shift.

Dated at Kingston this 23 day of January, 2020.

FOR THE HOSPITALS

FOR THE UNION

"Sandra Carlton"  
\_\_\_\_\_

"Mandy Wilson"  
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Labour Relations Officer

"Clarence Willms"  
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"Mary Anne Good"  
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**LETTER OF UNDERSTANDING****BETWEEN**

**Kingston Health Sciences Centre  
(the "Hospital")**

**and**

**Ontario Nurses' Association  
(the "Union")**

RE: Superior Conditions For Former Cancer Care Ontario Nurses

- 1) Vacation – Full Time - After the completion of one (1) year of service, 1.67 working days per month (twenty (20) days per year). Effective April 1, 2003, after the completion of three (3) years of service, 1.67 working days per month (twenty (20) days per year). Nurses who were on staff prior to April 1, 2003 shall continue to maintain their superior vacation entitlement.
- 2) Vacation pay shall be paid to a casual part time nurse on a bi-weekly basis and in lieu of vacation with pay and shall be calculated on their regular earnings on the following basis:

<u>Hours worked since date of last hire</u>	<u>Vacation Pay Percentage</u>
0 - 1500	6%
1501 – 21000*	8%
4501 – 21000 (effective April 1, 2003)	8%
21001 – 34500	10%
Over 34500	12%

Nurses who were on staff prior to April 1, 2003 shall continue to maintain their superior vacation entitlement.

- 3) Paid Holidays

Employees will recognize the same paid holiday schedule as that listed for ONA, local 099, article K.

Pro-Rata Full-Time Employees (not subject to expiry of collective agreement)

- (a) The following employees' hours of work shall be reduced from 37.50 hours per week to the number of hours per week listed below:

Names of affected employees will be maintained by the Manager of Employee Relations for the Hospital, Bargaining Unit President, and the servicing Labour Relations Officer for Kingston General Hospital.

- (b) Employees shall continue to be eligible to participate in the benefit plans in accordance with Article 17 in the ONA collective agreement with the subsidized benefit arrangements as follows:

- i) The Employer shall contribute 100% of the billed premiums for group life insurance based on the employees pro-rated annual salary reflecting the above reduced hours of work. It is understood that the employee’s life insurance has been accordingly reduced to reflect her reduced annualized salary.
- ii) The employees will contribute 25% of the billed premium for group long term disability based upon their pro-rated insurable earnings reflecting the above reduced hours of work.
- iii) The employees shall continue to participate in the pension plan and their contributions will be based on their pro-rated pensionable earnings reflecting the above reduced hours of work.
- iv) The Employer will contribute 75% for the billed premium for dental plan and the extended health plans and 100% for the billed premium for semi-private.
- (c) The employees shall also be entitled to pro-rated paid holidays and short term disability in accordance with the collective agreement.
- (d) The employees shall be entitled to accrue pro-rated vacation reflecting their reduced hours of work with future adjustment based on years of service.
- (e) It is understood that the percentage in lieu in Article 19.01 of the ONA collective agreement shall not be applicable while any employee is receiving benefits under this agreement.
- (f) Seniority and service shall be converted and calculated, subject to any adjustments on the basis of one year full-time seniority or service shall equal to 1500 hours of part-time work.
- (g) This agreement is subject to cancellation by either party on two weeks written notice.

Dated at Kingston this 23 day of January, 2020.

FOR THE HOSPITALS

FOR THE UNION

“Sandra Carlton”

“Mandy Wilson”

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\_\_\_\_\_

Labour Relations Officer

“Clarence Willms”

“Annette Saccon”

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“Tyler Hands”

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“Kerri-Lee Bisonette”

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“Peggy Buchan”

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“Mary Anne Good”



**LETTER OF UNDERSTANDING****Between****Kingston Health Sciences Centre  
(the “Hospital”)****And****The Ontario Nurses Association  
(the “Union”)**RE: Part Time College and University Teaching/Instructing Opportunities**Preamble**

The Hospital and Union recognize the mutual benefit of having Registered Nursing staff perform as part time teachers and instructors outside of their primary commitment to the Hospital. To facilitate the ongoing scheduling commitment to the Hospital while also allowing such staff to attend to the duties as teachers and instructors of recognized nursing diploma or degree programs, the parties agree to the following:

1. The nurse will submit her/his teaching schedule to the Hospital for the upcoming school year as soon as it becomes available. It is assumed the schedule will encompass a semester time period and must be submitted within schedule request timelines.
2. The following scheduling provisions will apply:
  - (a) The full-time nurse will modify her/his schedule in order to accommodate her/his teaching/instructing day and may use shift swaps, shift exchanges, banked time or vacation to do so. The Hospital will not modify the normal unit master rotation for the nurse.
  - (b) The part time nurse will be scheduled around the committed teaching days and are required to meet all of the Collective Agreement part time scheduling commitments.
  - (c) The above provisions do not apply to a nurse’s preparation time for the teaching/instructing day.
3. It is understood that no premiums will be paid as a result of this agreement.
4. It is expected that nurses will be available for their regular schedule during holiday and prime time periods.
5. The Hospital and Union agree that this trial arrangement will be reviewed on an annual basis.
6. The parties agree that this agreement is made on a without prejudice or precedent basis.

Dated at Kingston this 23 day of January, 2020.

FOR THE HOSPITALS

“Sandra Carlton”

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“Clarence Willms”

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“Laurie Hutchinson”

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“Leanne Wakelin”

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“Tyler Hands”

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“Mary Anne Good”

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FOR THE UNION

“Mandy Wilson”

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Labour Relations Officer

“Annette Saccon”

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“Nancy Savage”

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**LETTER OF UNDERSTANDING**

**Between**

**Kingston Health Sciences Centre  
(Hereinafter referred to as "the Hospital")**

**and**

**Ontario Nurses Association  
(Hereinafter referred to as "the Union")**

RE: HDH Part-time Master Rotations

The current practice of part-time nurses being assigned to master rotations at the HDH site will continue for the duration of the current collective agreement. However, in the event that a part-time line becomes vacant on the master rotation, that line will be scheduled in accordance with Article I.

Dated at Kingston this 23 day of January, 2020.

FOR THE HOSPITALS

FOR THE UNION

"Sandra Carlton"

"Mandy Wilson"

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Labour Relations Officer

"Clarence Willms"

"Annette Saccon"

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**LETTER OF UNDERSTANDING**

**Between**

**Kingston Health Sciences Centre  
(Hereinafter referred to as "the Hospital")**

**and**

**Ontario Nurses Association  
(Hereinafter referred to as "the Union")**

RE: Request for Vacation after Earned at the HDH site only

Should a nurse, through a written request submitted to her/his Program Manager or supervisor, desire to take vacation after it is earned, but before the recognized vacation year, this request will be handled on an individual basis. The Hospital will attempt, within the confines of scheduling, to comply with this request. This LOU will expire when the transition to SAP is complete.

Dated at Kingston this 23 day of January, 2020.

FOR THE HOSPITALS

FOR THE UNION

"Sandra Carlton"

"Mandy Wilson"

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\_\_\_\_\_

Labour Relations Officer

"Clarence Willms"

"Annette Saccon"

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\_\_\_\_\_

"Laurie Hutchinson"

"Nancy Savage"

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"Leanne Wakelin"

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"Tyler Hands"

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"Tyler Hands"

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"Kerri-Lee Bisonette"

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"Peggy Buchan"

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"Mary Anne Good"

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**LETTER OF UNDERSTANDING**

**Between**

**Kingston Health Sciences Centre  
(Hereinafter referred to as “the Hospital”)**

**and**

**Ontario Nurses Association  
(Hereinafter referred to as “the Union”)**

RE: Shift Exchanges for Vacation, Banked Lieu Time and Banked Overtime

An employee may request to exchange a scheduled full or partial shift for vacation, banked lieu time and banked overtime and the following will be adhered to:

1. The employee’s request for the shift exchange must be made in writing on the appropriate form to her/his Unit Manager or designate for approval in advance of the scheduled hours of work.
2. The employee must find her/his own replacement with comparable skill for the shift being exchanged.
3. The approval of the Unit Manager or designate shall not be unreasonably withheld.
4. The shift exchange will not result in requirements of any premium payment by the Hospital.

The employee is responsible for ensuring all portions of the form have been completed and signed by herself/himself and her/his replacement. Incomplete forms will be returned by the Unit Manager or designate to the requesting employee for completion.

For those units scheduled through the People Services Centre (PSC), the Unit Manager will submit the form to the PSC by scanning to the People Service email box. The PSC will process the form.

5. For those units which are not scheduled through the People Services Centre, the form will be processed by the Unit Manager or designate.

Dated at Kingston this 23 day of January, 2020.

FOR THE HOSPITALS

“Sandra Carlton”

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FOR THE UNION

“Mandy Wilson”

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Labour Relations Officer

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